

Hearing Date: April 16, 2019, at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: April 9, 2019, at 4:00 p.m. (prevailing Eastern Time)

Stephen E. Hessler, P.C.
Marc Kieselstein, P.C.
Cristine Pirro Schwarzman
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

James H.M. Sprayregen, P.C.
Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
Brad Weiland (admitted *pro hac vice*)
John R. Luze (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

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Chapter 11

Case No. 19-22312 (RDD)

(Jointly Administered)

**NOTICE OF HEARING ON DEBTORS' APPLICATION
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP
AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN
POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

PLEASE TAKE NOTICE that on March 26, 2019, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Application Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Application"). A hearing (the "Hearing") on the Application will be held before the

¹ The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, on **April 16, 2019, at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Application shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the *Interim Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Docket No. 57] (the “Case Management Order”) approved by this Court; (c) be filed electronically with this Court on the docket of *In re Windstream Holdings, Inc.*, Case 19-22312 (RDD) by registered users of this Court’s electronic filing system and in accordance with the General Order M-399 (which is available on this Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **April 9, 2019, at 4:00 p.m., prevailing Eastern Time**, by (i) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website at <http://www.kccllc.net/windstream>) and (ii) any person or entity with a particularized interest in the subject matter of the Application.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Application, the Debtors shall, on or after the Objection Deadline, submit to this Court an order substantially in the form annexed as **Exhibit A** to the Application, which order this Court may enter with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Application to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that a copy of the Application may be obtained free of charge by visiting the website of Kurtzman Carson Consultants LLC at <http://www.kccllc.net/windstream>. You may also obtain copies of any pleadings by visiting this Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: March 26, 2019
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

Marc Kieselstein, P.C.

Cristine Pirro Schwarzman

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

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Chapter 11

Case No. 19-22312 (RDD)

(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS
INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this application for entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective *nunc pro tunc* to the Petition Date (as defined herein). In support of this application, the Debtors submit the declaration

¹ The last four digits of Debtor Windstream Holdings, Inc.’s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

of Stephen E. Hessler, the president of Stephen E. Hessler, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Hessler Declaration”), which is attached hereto as **Exhibit B** and the declaration of Kristi Moody, Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc., which is attached hereto as **Exhibit C** (the “Moody Declaration”). In further support of this application, the Debtors respectfully state as follows.

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The Debtors confirm their consent to the entry of a final order by the Court in connection with this application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

Background

4. The Debtors are a leading provider of advanced network communications and technology solutions for businesses across the United States. The Debtors also offer broadband,

entertainment and security solutions to consumers and small businesses primarily in rural areas in 18 states. Additionally, the Debtors supply core transport solutions on a local and long-haul fiber network spanning approximately 150,000 miles and have over 11,000 employees.

5. On February 25, 2019 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of certain facts and circumstances surrounding these chapter 11 cases is set forth in the *Declaration of Tony Thomas, Chief Executive Officer and President of Windstream Holdings, Inc., (I) in Support of Debtors’ Chapter 11 Petitions and First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* [Docket No. 27] (the “First Day Declaration”), filed on the Petition Date.

6. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 56]. The Debtors continue to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 12, 2019, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 136].

Relief Requested

7. By this application, the Debtors seek the entry of the Order authorizing the retention and employment of Kirkland as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Kirkland effective as of August 25, 2017 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit 1** to **Exhibit A** and incorporated herein by reference.²

² The Debtors also seek to retain Katten Muchin Rosenman LLP (“Katten”) as conflicts counsel in connection with these chapter 11 cases to handle matters that the Debtors may encounter that cannot be handled appropriately by Kirkland because of a conflict of interest. It is intended that the services of Katten shall complement, and not duplicate, the services to be rendered by Kirkland. Moreover, the responsibilities of Katten shall be confined to

Kirkland's Qualifications

8. The Debtors seek to retain Kirkland because of Kirkland's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

9. Kirkland has been actively involved in major chapter 11 cases in this District and has represented debtors in many cases, including, among others: *In re FULLBEAUTY Brands Holdings Corp.*, No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 9, 2019); *In re Aegean Petroleum Network Inc.*, No. 18-13374 (MEW) (Bankr. S.D.N.Y. Nov. 6, 2018); *In re Nine West Holdings, Inc.*, No. 18-10947 (SCC) (Bankr. S.D.N.Y. June 29, 2018); *In re Cenveo, Inc.*, No. 18-22178 (RDD) (Bankr. S.D.N.Y. Mar. 8, 2018); *In re BCBG Max Azria Global Holdings, LLC*, No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017); *In re Avaya Inc.*, No. 17-10089 (SMB) (Bankr. S.D.N.Y. Jan. 19, 2017); and *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10, 2015).³

10. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

discrete legal matters distinct from the matters handled by Kirkland. Katten shall act on its own and will not act under the direct supervision of Kirkland. Indeed, the Debtors are extremely mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication and that appropriate ethical walls are erected to screen Kirkland from the work of Katten.

³ Because of the voluminous nature of the orders cited in this application, they are not attached to this application. Copies of these orders are available upon request to Kirkland.

Services to be Provided

11. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Kirkland to render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

12. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

13. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

14. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁴

Billing Category⁵	U.S. Range
Partners	\$1,025–\$1,795
Of Counsel	\$595–\$1,705
Associates	\$595–\$1,125
Paraprofessionals	\$235–\$460

⁴ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein.

⁵ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in

15. Kirkland's hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments.⁶

16. Kirkland represented the Debtors during the twelve-month period before the Petition Date using the hourly rates listed above or at Kirkland's then-current hourly rates, as set forth in the Hessler Declaration.

17. Moreover, these hourly rates are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

18. The rate structure provided by Kirkland is appropriate and not significantly different from (a) the rates that Kirkland charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Kirkland will perform in these chapter 11 cases.

19. It is Kirkland's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Kirkland's policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples

accordance with the requirements of the Bankruptcy Code. While the rate ranges provided for in this application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁶ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file any such notice with the Court.

of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

20. To ensure compliance with all applicable deadlines in these chapter 11 cases, from time to time Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services pursuant to the Engagement Letter, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with the *Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Cases* (the “Amended Guidelines”) and the Local Rules.

21. Kirkland currently charges \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the *Amended Guidelines* and the Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

22. Per the terms of the Engagement Letter, on November 15, 2017, the Debtors paid \$4,000,000.00 to Kirkland, which, as stated in the Engagement Letter, constituted an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional advance payment retainer totaling \$15,974,146.75 in the aggregate. As stated in the Engagement Letter, any advance payment retainer is earned by

Kirkland upon receipt, any advance payment retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any advance payment retainer upon Kirkland's receipt, any advance payment retainer will be placed in Kirkland's general account and will not be held in a client trust account, and the Debtors will not earn any interest on any advance payment retainer.⁷

23. Pursuant to Bankruptcy Rule 2016(b), Kirkland has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

24. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Kirkland's advance payment retainer, the amount of Kirkland's advance payment retainer exceeds any amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

Kirkland's Disinterestedness

25. To the best of the Debtors' knowledge and as disclosed herein and in the Hessler Declaration, (a) Kirkland is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and (b) Kirkland has no connection to the

⁷ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition advance payment retainer during the pendency of a chapter 11 case rather than applying such advance payment retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition advance payment retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition advance payment retainer but, instead, will apply any remaining advance payment retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

Debtors, their creditors, or other parties in interest, except as may be disclosed in the Hessler Declaration.

26. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

27. The Debtors seek retention of Kirkland as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

28. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

29. The Debtors submit that for all the reasons stated above and in the Hessler Declaration, the retention and employment of Kirkland as counsel to the Debtors is warranted. Further, as stated in the Hessler Declaration, Kirkland is a "disinterested person" within the

meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Hessler Declaration.

Notice

30. The Debtors have provided notice of this application to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors' case website at www.kccllc.net/windstream) and (b) any person or entity with a particularized interest in the subject matter of the application. The Debtors respectfully submit that no other or further notice is necessary.

No Prior Request

31. No prior request for the relief sought in this application has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Dated: March 26, 2019
White Plains, New York

/s/ Kristi Moody

Kristi Moody
Windstream Holdings, Inc.
Executive Vice President, General Counsel,
and Corporate Secretary
Windstream Holdings, Inc.

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Chapter 11
)	
WINDSTREAM HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 19-22312 (RDD)
)	
Debtors.)	(Jointly Administered)
)	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP
AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”) authorizing the Debtors to retain and employ Kirkland & Ellis LLP and Kirkland & Ellis International LLP (collectively, “Kirkland”) as their attorneys effective *nunc pro tunc* to the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”); and the Court having reviewed the Application, the Declaration of Stephen E. Hessler, the president of Stephen E. Hessler, P.C., a partner of Kirkland & Ellis LLP, and a partner of Kirkland & Ellis International LLP (the “Hessler Declaration”), and the declaration of Kristi Moody, Executive Vice President, General Counsel, and Corporate Secretary of Windstream

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² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the application.

Holdings, Inc. (the “Moody Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Hessler Declaration that (a) Kirkland does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ Kirkland as their attorneys *nunc pro tunc* to the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Kirkland is authorized to provide the Debtors with the professional services as described in the Application and the Engagement Letter. Specifically, but without limitation, Kirkland will render the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on their conduct during these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

4. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

5. Notwithstanding anything in the Engagement Letter to the contrary, Kirkland shall apply any remaining amounts of its prepetition advance payment retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Kirkland. Kirkland is authorized without further order of the Court to reserve and apply amounts from the prepetition advance payment retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Kirkland for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices.

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Declarations attached to the Application, the reimbursement provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Kirkland's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

7. Kirkland shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Kirkland to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. Kirkland shall provide ten-business-days' notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. Kirkland shall not withdraw as Debtors' counsel before the effective date of any chapter 11 plan confirmed in these chapter 11 cases without prior approval of the Court in accordance with Local Bankruptcy Rule 2090-1(e).

10. The Debtors and Kirkland are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

11. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

12. To the extent the Application, the Hessler Declaration, the Moody Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

13. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

White Plains, New York
Dated: _____, 2019

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Stephen E. Hessler, P.C.
To Call Writer Directly:
(212) 446-4974
stephen.hessler@kirkland.com

601 Lexington Avenue
New York, NY 10022

(212) 446-4800

www.kirkland.com

Facsimile:
(212) 446-4900

Dated as of August 25, 2017

Windstream Holdings, Inc. and
Windstream Services, LLC
Attn.: Kristi Moody, Esq.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Re: Retention to Provide Legal Services

Dear Kristi:

We are very pleased that Windstream Holdings, Inc. and Windstream Services, LLC (collectively, "Client") have asked us to represent them. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venturer of Client or of any other entity except as otherwise agreed in writing.

General Terms. This retention letter (this "Agreement") sets forth the terms of Client's retention of Kirkland & Ellis LLP (and its affiliated entity Kirkland & Ellis International LLP (collectively, the "Firm")) to provide legal services and constitutes an agreement between the Firm and Client (the "Parties"). This Agreement sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

Fees. The Firm will bill Client for fees incurred at its regular hourly rates and in quarterly increments of an hour (or in smaller time increments as otherwise required by a court). The Firm reserves the right to adjust the Firm's billing rates from time to time in the ordinary course of the Firm's representation of Client.

Although the Firm will attempt to estimate fees to assist Client in Client's planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

KIRKLAND & ELLIS LLP

Kristi Moody, Esq.

Dated as of August 25, 2017

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Expenses. Expenses related to providing services shall be included in the Firm's statements as disbursements advanced by the Firm on Client's behalf. Such expenses include photocopying, printing, scanning, witness fees, travel expenses, filing and recording fees, certain secretarial overtime, and other overtime expenses, postage, express mail, and messenger charges, deposition costs, computerized legal research charges, and other computer services, and miscellaneous other charges. Client shall pay directly (and is solely responsible for) certain larger costs, such as consultant or expert witness fees and expenses, and outside suppliers' or contractors' charges, unless otherwise agreed by the Parties. By executing this Agreement below, Client agrees to pay for all charges in accordance with the Firm's schedule of charges, a copy of which is attached hereto at Schedule 1, as revised from time to time.

Billing Procedures. The Firm's statements of fees and expenses are typically delivered monthly, but the Firm reserves the right to alter the timing of delivering its statements depending on circumstances. Client may have the statement in any reasonable format it chooses, but the Firm will select an initial format for the statement unless Client otherwise requests in writing. Depending on the circumstances, however, estimated or summary statements may be provided, with time and expense details to follow thereafter.

Retainer. The Firm and the Client may agree that Client, if mutually agreed to by Client and the Firm, will provide to the Firm an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). In addition, Client agrees to provide one or more additional advance payment retainers upon request by the Firm so that the amount of any such advance payment retainers remains at or above the Firm's estimated fees and expenses. The Firm may apply any such advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. Client understands and acknowledges that any advance payment retainers are earned by the Firm upon receipt, any advance payment retainers become the property of the Firm upon receipt, Client no longer has a property interest in any advance payment retainers upon the Firm's receipt, any advance payment retainers will be placed in the Firm's general account and will not be held in a client trust account, and Client will not earn any interest on any advance payment retainers; provided, however, that solely to the extent required under applicable law, at the conclusion of the Engagement, if the amount of any advance payment retainers held by the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to Client the amount by which any advance payment retainers exceed such fees, expenses, and costs. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of the Engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for its representation of Client; the Firm is not a pre-petition creditor in the event of a Restructuring Case; and that in light of the foregoing, the provision of any such advance payment retainers is in

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Kristi Moody, Esq.

Dated as of August 25, 2017

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Client's best interests. The fact that Client may provide the Firm with an advance payment retainer does not affect Client's right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assoc.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, the Firm would consider a security retainer and Client's funds would be held in the Firm's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of Client's creditors and, if taken by creditors, may leave Client unable to pay for ongoing legal services, which may result in the Firm being unable to continue the Engagement. Moreover, a security retainer creates clawback risks for the Firm in the event of an insolvency proceeding. The choice of the type of retainer to be used is Client's choice alone, but for the Engagement and for the reasons set forth above, the Firm is unwilling to represent Client in the Engagement without using the advance payment retainer.

Termination. The Engagement may be terminated by either Party at any time by written notice by or to Client. The Engagement will end at the earliest of (a) Client's termination of the Engagement, (b) the Firm's withdrawal, and (c) the substantial completion of the Firm's substantive work. If permission for withdrawal is required by a court, the Firm shall apply promptly for such permission, and termination shall coincide with the court order for withdrawal. If this Agreement or the Firm's services are terminated for any reason, such termination shall be effective only to terminate the Firm's services prospectively and all the other terms of this Agreement shall survive any such termination.

Upon cessation of the Firm's active involvement in a particular matter (even if the Firm continues active involvement in other matters on Client's behalf), the Firm will have no further duty to inform Client of future developments or changes in law as may be relevant to such matter. Further, unless the Parties mutually agree in writing to the contrary, the Firm will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which the Firm had been retained.

Cell Phone and E-Mail Communication. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by cell telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cell telephones with Client or Client's professionals or agents.

KIRKLAND & ELLIS LLP

Kristi Moody, Esq.

Dated as of August 25, 2017

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The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

File Retention. All records and files will be retained and disposed of in compliance with the Firm's policy in effect from time to time. Subject to future changes, it is the Firm's current policy generally not to retain records relating to a matter for more than five years. Upon Client's prior written request, the Firm will return client records that are Client's property to Client prior to their destruction. It is not administratively feasible for the Firm to advise Client of the closing of a matter or the disposal of records. The Firm recommends, therefore, that Client maintain Client's own files for reference or submit a written request for Client's client files promptly upon conclusion of a matter. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that any applicable privilege of Client (including any attorney-client and work product privilege or any duty of confidentiality) (collectively, the "Privileges") belongs to Client alone and not to any successor entity (including without limitation the Client after a change in control or other similar restructuring or non-restructuring transaction (including without limitation a reorganized Client after the effective date of a plan of reorganization), whether through merger, asset or equity sale, business combination, or otherwise, irrespective of whether such transaction occurs in a Restructuring Case or on an out-of-court basis (in each case, a "Transaction"). Client hereby waives any right, title, and interest of such successor entity to all information, data, documents, or communications in any format covered by the Privileges that is in the possession of the Firm ("Firm Materials"), to the extent that such successor entity had any right, title, and interest to such Firm Materials. For the avoidance of doubt, Client agrees and acknowledges that after a Transaction, such successor entity shall have no right to claim or waive the Privileges or request the return of any such Firm Materials; instead, such Firm Materials shall remain in the Firm's sole possession and control for its exclusive use, and the Firm will (a) not waive any Privileges or disclose the Firm Materials, (b) take all reasonable steps to ensure that the Privileges survive and remain in full force and effect, and (c) assert the Privileges to prevent disclosure of any Firm Materials.

Conflicts of Interest. As is customary for a law firm of the Firm's size, there are numerous business entities, with which Client currently has relationships, that the Firm has represented or currently represents in matters unrelated to Client. The Firm notes that the Firm currently represents or has represented some of the client's bondholders or their affiliates, including Allianz Capital Partners GmbH, Pacific Investment Management Company LLC, Allianz SE, AllianceBernstein Institutional Series, AllianceBernstein Holding LP, AXA SA, AXA REIM, Goldman Sachs Group, Inc., JPMorgan Chase Bank, N.A., and U.S. Bank National Association

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Kristi Moody, Esq.

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and/or their respective affiliates (collectively, the “Interested Parties”) and will continue to do so in such unrelated matters. Because Client is engaged in activities (and may in the future engage in additional activities) in which Client’s interests may diverge from those of the Interested Parties or the Firm’s other clients, the possibility exists that the Interested Parties or one of the Firm’s clients may take positions adverse to Client.

Further, in undertaking the representation of Client, the Firm wants to be fair not only to Client’s interests but also to those of the Firm’s other clients. Because Client is engaged in activities (and may in the future engage in additional activities) in which its interests may diverge from those of the Firm’s other clients, the possibility exists that one of the Firm’s current or future clients may take positions adverse to Client (including litigation or other dispute resolution mechanisms) in a matter in which the Firm may be retained. In the event a present conflict of interest exists between Client and the Firm’s other clients or in the event one arises in the future, Client agrees to waive any such conflict of interest or other objection that would preclude the Firm’s representation of another client (a) in other current or future matters substantially unrelated to the Engagement or (b) other than during a Restructuring Case (as defined below), in other matters related to Client (including in litigation, arbitration or other dispute resolution mechanisms). Client also agrees that the Firm’s representation in the Engagement is solely of Client and that no member or other entity or person related to it (such as a shareholder, director, officer, partner, employee, or joint venturer) has the status of a client for conflict of interest purposes.

The Firm informs Client that certain entities owned by current or former Firm attorneys and senior staff (“attorney investment entities”) have investments in funds or companies that may, directly or indirectly, be affiliated with Client, hold investments in Client’s debt or equity securities, or conduct commercial transactions with Client (each, a “Passive Holding”). The attorney investment entities are passive and have no management or other control rights in such funds or companies. The Firm notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between the Firm’s exercise of its independent professional judgment in rendering advice to Client and the financial interest of Firm attorneys participating in the attorney investment entities, and such other persons might seek to limit Client’s ability to use the Firm to advise Client on a particular matter. While the Firm cannot control what a person might assert or seek, the Firm believes that the Firm’s judgment will not be compromised by virtue of any Passive Holding. Please let us know if Client has any questions or concerns regarding the Passive Holdings. By executing this letter, Client acknowledges the Firm’s disclosure of the foregoing.

No Guarantee of Success. It is impossible to provide any promise or guarantee about the outcome of Client’s matters. Nothing in this Agreement or any statement by Firm staff or attorneys

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Kristi Moody, Esq.

Dated as of August 25, 2017

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constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

Reimbursement of Fees and Expenses. Client agrees to promptly reimburse the Firm for all internal or external fees and expenses, including the amount of the Firm's attorney and paralegal time at normal billing rates, as incurred by the Firm in connection with participating in, preparing for, or responding to any action, claim, objection, suit, or proceeding brought by or against any third-party that relates to the legal services provided by the Firm under this Agreement. Without limiting the scope of the foregoing, and by way of example only, this paragraph extends to all such fees and expenses incurred by the Firm: in responding to document subpoenas, and preparing for and testifying at depositions and trials; and with respect to the filing, preparation, prosecution or defense of any applications by the Firm for approval of fees and expenses in a judicial, arbitral, or similar proceeding. Further, Client understands, acknowledges, and agrees that in connection with a Restructuring Case, if Client has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then Client waives its right (and the right of any successor entity as a result of a Transaction or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

LLP. Kirkland & Ellis LLP is a limited liability partnership organized under the laws of Illinois, and Kirkland & Ellis International LLP is a limited liability partnership organized under the laws of Delaware. Pursuant to those statutory provisions, an obligation incurred by a limited liability partnership, whether arising in tort, contract or otherwise, is solely the obligation of the limited liability partnership, and partners are not personally liable, directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for such obligation solely by reason of being or so acting as a partner.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof.

Miscellaneous. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is

KIRKLAND & ELLIS LLP

Kristi Moody, Esq.

Dated as of August 25, 2017

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binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client, including without limitation the reorganized Client upon and after the effective date of a plan of reorganization in a Restructuring Case.

This Agreement is the product of arm's-length negotiations between sophisticated parties, and Client acknowledges that it is experienced with respect to the retention of legal counsel. Therefore, the Parties acknowledge and agree that any otherwise applicable rule of contract construction or interpretation which provides that ambiguities shall be construed against the drafter (and all similar rules of contract construction or interpretation) shall not apply to this Agreement. The Parties further acknowledge that the Firm is not advising Client with respect to this Agreement because the Firm would have a conflict of interest in doing so, and that Client has consulted (or had the opportunity to consult) with legal counsel of its own choosing. Client further acknowledges that Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully-informed, based on adequate information and Client's own independent judgment. The Parties further acknowledge that they intend for this Agreement to be effective and fully enforceable upon its execution and to be relied upon by the Parties.

* * *

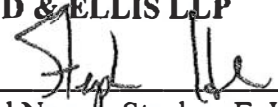
KIRKLAND & ELLIS LLP

Kristi Moody, Esq.
Dated as of August 25, 2017
Page 8

Please confirm Client's agreement with the arrangements described in this letter by signing below and returning it to me via electronic mail.

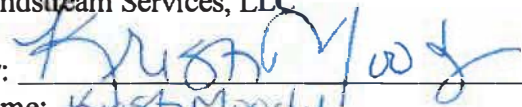
Very truly yours,

KIRKLAND & ELLIS LLP

By: 
Printed Name: Stephen E. Hessler, P.C.
Title: Partner

Agreed and accepted:

Winstream Holdings, Inc. on behalf of itself and
Windstream Services, LLC

By: 
Name: Kristi Moody
Title: SVP-General Counsel and
Corporate Secretary

KIRKLAND & ELLIS LLP

CLIENT-REIMBURSABLE EXPENSES AND OTHER CHARGES

Effective 01/01/2017

The following outlines Kirkland & Ellis LLP's ("K&E LLP") policies and standard charges for various services performed by K&E LLP and/or by other third parties on behalf of the client which are often ancillary to our legal services. Services provided by in-house K&E LLP personnel are for the convenience of our clients. Given that these services are often ancillary to our legal services, in certain instances it may be appropriate and/or more cost efficient for these services to be outsourced to a third-party vendor. If services are provided beyond those outlined below, pricing will be based on K&E LLP's approximate cost and/or comparable market pricing.

- **Duplicating, Reprographics and Printing:** The following list details K&E LLP's charges for duplicating, reprographics and printing services:
 - ▶ Black and White Copy or Print (all sizes of paper):
 - \$0.16 per impression for all U.S. offices
 - €0.10 per impression in Munich
 - £0.15 per impression in London
 - HK\$1.50 per impression in Hong Kong
 - RMB1.00 per impression in Beijing and Shanghai
 - ▶ Color Copy or Print (all sizes of paper):
 - \$0.55 per impression
 - ▶ Scanned Images:
 - \$0.16 per page for black and white or color scans
 - ▶ Other Services:
 - CD/DVD Duplicating or Mastering - \$7/\$10 per CD/DVD
 - Binding - \$0.70 per binding
 - Large or specialized binders - \$13/\$27
 - Tabs - \$0.13 per item
 - OCR/File Conversion - \$0.03 per page
 - Production Blowbacks - \$0.10 per page for electronic batch printing over 500 pages
 - Large Format Printing - \$1.00 per sq. ft.
- **Secretarial and Word Processing:** Clients are not charged for secretarial and word processing activities incurred on their matters during standard business hours.
- **Overtime Charges:** Clients will be charged for overtime costs for secretarial and document services work if either (i) the client has specifically requested the after-hours work or (ii) the nature of the work being done for the client necessitates out-of-hours overtime and such work could not have been done during normal working hours. If these conditions are satisfied, costs for related overtime meals and transportation also will be charged.

- **Travel Expenses:** We charge clients our out-of-pocket costs for travel expenses including associated travel agency fees. We charge coach fares (business class for international flights) unless the client has approved business-class, first-class or an upgrade. K&E LLP personnel are instructed to incur only reasonable airfare, hotel and meal expenses. K&E LLP negotiates, uses, and passes along volume discount hotel and air rates whenever practicable. However, certain retrospective rebates may not be passed along.
- **Catering Charges:** Clients will be charged for any in-house catering service provided in connection with client matters.
- **Communication Expenses:** We do not charge clients for telephone calls or faxes made from K&E LLP's offices with the exception of third-party conference calls and videoconferences.

Charges incurred for conference calls, videoconferences, cellular telephones, and calls made from other third-party locations will be charged to the client at the actual cost incurred. Further, other telecommunication expenses incurred at third-party locations (e.g., phone lines at trial sites, Internet access, etc.) will be charged to the client at the actual cost incurred.

- **Overnight Delivery/Postage:** We charge clients for the actual cost of overnight and special delivery (e.g., Express Mail, FedEx, and DHL), and U.S. postage for materials mailed on the client's behalf. K&E LLP negotiates, uses, and passes along volume discount rates whenever practicable.
- **Messengers:** We charge clients for the actual cost of a third party vendor messenger. Where a K&E LLP in-house messenger is used, we charge clients a standard transaction charge plus applicable cab fare.
- **Library Research Services:** Library Research staff provides research and document retrieval services at the request of attorneys, and clients are charged per hour for these services. Any expenses incurred in connection with the request, such as outside retrieval service or online research charges, are passed on to the client at cost, including any applicable discounts.
- **Online Research Charges:** K&E LLP charges for costs incurred in using third-party online research services in connection with a client matter. K&E LLP negotiates and uses discounts or special rates for online research services whenever possible and practicable and passes through the full benefit of any savings to the client based on actual usage.
- **Inter-Library Loan Services:** Our standard client charge for inter-library loan services when a K&E LLP library employee borrows a book from an outside source is \$25 per title. There is no client charge for borrowing books from K&E LLP libraries in other cities or from outside collections when the title is part of the K&E LLP collection but unavailable.

- **Off-Site Legal Files Storage:** Clients are not charged for off-site storage of files unless the storage charge is approved in advance.
- **Electronic Data Storage:** K&E LLP will not charge clients for costs to store electronic data and files on K&E LLP's systems if the data stored does not exceed 100 gigabytes (GB). If the data stored for a specific client exceeds 100GB, K&E LLP will charge clients \$4.00 per month/per GB for all network data stored until the data is either returned to the client or properly disposed of. For e-discovery data on the Relativity platform, K&E LLP will also charge clients \$4.00 per month/per GB until the data is either returned to the client or properly disposed of.
- **Calendar Court Services:** Our standard charge is \$25 for a court filing and other court services or transactions.
- **Supplies:** There is no client charge for standard office supplies. Clients are charged for special items (e.g., a minute book, exhibit tabs/indexes/dividers, binding, etc.) and then at K&E LLP's actual cost.
- **Contract Attorneys and Contract Non-Attorney Billers:** If there is a need to utilize a contract attorney or contract non-attorney on a client engagement, clients will be charged a standard hourly rate for these billers unless other specific billing arrangements are agreed between K&E LLP and client.
- **Expert Witnesses, Experts of Other Types, and Other Third Party Consultants:** If there is a need to utilize an expert witness, expert of other type, or other third party consultant such as accountants, investment bankers, academicians, other attorneys, etc. on a client engagement, clients will be requested to retain or pay these individuals directly unless specific billing arrangements are agreed between K&E LLP and client.
- **Third Party Expenditures:** Third party expenditures (e.g., corporate document and lien searches, lease of office space at Trial location, IT equipment rental, SEC and regulatory filings, etc.) incurred on behalf of a client, will be passed through to the client at actual cost. If the invoice exceeds \$50,000, it is K&E LLP's policy that wherever possible such charges will be directly billed to the client. In those circumstances where this is not possible, K&E LLP will seek reimbursement from our client prior to paying the vendor.

Unless otherwise noted, charges billed in foreign currencies are determined annually based on current U.S. charges at an appropriate exchange rate.

Schedule of Entities reflects Clients as of February 15, 2019

Schedule A

A.R.C. Networks, Inc.
Allworx Corp.
American Telephone Company LLC
ARC Networks, Inc.
ATX Communications, Inc.
ATX Licensing, Inc.
ATX Telecommunications Services of Virginia, LLC
Birmingham Data Link, LLC
BOB, LLC
Boston Retail Partners, LLC
BridgeCom Holdings, Inc.
BridgeCom International, Inc.
BridgeCom Solutions Group, Inc.
Broadview Networks of Massachusetts, Inc.
Broadview Networks of Virginia, Inc.
Broadview Networks, Inc.
Broadview NP Acquisition Corp.
Buffalo Valley Management Services, Inc.
Business Telecom of Virginia, Inc.
Business Telecom, LLC
BV-BC Acquisition Corporation
Cavalier IP TV, LLC
Cavalier Services, LLC
Cavalier Telephone Mid-Atlantic, L.L.C.
Cavalier Telephone, L.L.C.
CCL Historical, Inc.
Choice One Communications of Connecticut, Inc.
Choice One Communications of Maine, Inc.
Choice One Communications of Massachusetts, Inc.
Choice One Communications of New York, Inc.
Choice One Communications of Ohio, Inc.
Choice One Communications of Pennsylvania, Inc.
Choice One Communications of Rhode Island, Inc.
Choice One Communications of Vermont, Inc.
Choice One Communications Resale, L.L.C.
Choice One of New Hampshire, Inc.
Cinergy Communications Company of Virginia, LLC
Conestoga Enterprises, Inc.
Conestoga Management Services, Inc.
Conestoga Wireless Company
Connecticut Broadband, LLC
Connecticut Telephone & Communication Systems, Inc.
Conversent Communications Long Distance, LLC
Conversent Communications of Connecticut, LLC
Conversent Communications of Maine, LLC
Conversent Communications of Massachusetts, Inc.
Conversent Communications of New Hampshire, LLC
Conversent Communications of New Jersey, LLC
Conversent Communications of New York, LLC
Conversent Communications of Pennsylvania, LLC
Conversent Communications of Rhode Island, LLC
Conversent Communications of Vermont, LLC
Conversent Communications Resale, L.L.C.
CoreComm Communications, LLC
CoreComm-ATX, Inc.

CTC Communications Corporation
CTC Communications of Virginia, Inc.
D&E Communications, LLC
D&E Management Services, Inc.
D&E Networks, Inc.
D&E Wireless, Inc.
DeltaCom, LLC
EarthLink Business, LLC
EarthLink Carrier, LLC
Equity Leasing, Inc.
Eureka Broadband Corporation
Eureka Holdings, LLC
Eureka Networks, LLC
Eureka Telecom of VA, Inc.
Eureka Telecom, Inc.
Georgia Windstream, LLC
Heart of the Lakes Cable Systems, Inc.
Infocore, Inc.
InfoHighway Communications Corporation
Info-Highway International, Inc.
InfoHighway of Virginia, Inc.
Intellifiber Networks, LLC
Iowa Telecom Data Services, L.C.
Iowa Telecom Technologies, LLC
IWA Services, LLC
KDL Holdings, LLC
LDMI Telecommunications, LLC
Lightship Telecom, LLC
MASSCOMM, LLC
McLeodUSA Information Services LLC
McLeodUSA Purchasing, L.L.C.
McLeodUSA Telecommunications Services, L.L.C.
MPX, Inc.
Nashville Data Link, LLC
Network Telephone, LLC
Norlight Telecommunications of Virginia, LLC
Oklahoma Windstream, LLC
Open Support Systems, LLC
PaeTec Communications of Virginia, LLC
PaeTec Communications, LLC
PAETEC Holding, LLC
PAETEC iTel, L.L.C.
PAETEC Realty LLC
PAETEC, LLC
PCS Licenses, Inc.
Progress Place Realty Holding Company, LLC
RevChain Solutions, LLC
SM Holdings, LLC
Southwest Enhanced Network Services, LLC
Talk America of Virginia, LLC
Talk America, LLC
Teleview, LLC
Texas Windstream, LLC
The Other Phone Company, LLC
Trinet, LLC
TruCom Corporation

US LEC Communications LLC
US LEC of Alabama LLC
US LEC of Florida LLC
US LEC of Georgia LLC
US LEC of Maryland LLC
US LEC of North Carolina LLC
US LEC of Pennsylvania LLC
US LEC of South Carolina LLC
US LEC of Tennessee LLC
US LEC of Virginia LLC
US Xchange of Illinois, L.L.C.
US Xchange of Indiana, L.L.C.
US Xchange of Michigan, L.L.C.
US Xchange of Wisconsin, L.L.C.
US Xchange, Inc.
Valor Telecommunications of Texas, LLC
WaveTel NC License Corporation
WIN Sales & Leasing, Inc.
Windstream Accucomm Networks, LLC
Windstream Accucomm Telecommunications, LLC
Windstream Alabama, LLC
Windstream Arkansas, LLC
Windstream Buffalo Valley, Inc.
Windstream Business Holdings, LLC
Windstream BV Holdings, LLC
Windstream Cavalier, LLC
Windstream Communications Kerrville, LLC
Windstream Communications Telecom, LLC
Windstream Communications, LLC
Windstream Concord Telephone, LLC
Windstream Conestoga, Inc.
Windstream CTC Internet Services, Inc.
Windstream D&E Systems, LLC
Windstream D&E, Inc.
Windstream Direct, LLC
Windstream Eagle Holdings, LLC
Windstream Eagle Services, LLC
Windstream EN-TEL, LLC
Windstream Finance Corp.
Windstream Florida, LLC
Windstream Georgia Communications, LLC
Windstream Georgia Telephone, LLC
Windstream Georgia, LLC
Windstream Holding of the Midwest, Inc.
Windstream Iowa Communications, LLC
Windstream Iowa-Comm, LLC
Windstream IT-Comm, LLC
Windstream KDL, LLC
Windstream KDL-VA, LLC
Windstream Kentucky East, LLC
Windstream Kentucky West, LLC
Windstream Kerrville Long Distance, LLC
Windstream Lakedale Link, Inc.
Windstream Lakedale, Inc.
Windstream Leasing, LLC
Windstream Lexcom Communications, LLC

Windstream Lexcom Entertainment, LLC
Windstream Lexcom Long Distance, LLC
Windstream Lexcom Wireless, LLC
Windstream Mississippi, LLC
Windstream Missouri, LLC
Windstream Montezuma, LLC
Windstream Nebraska, Inc.
Windstream Network Services of the Midwest, Inc.
Windstream New York, Inc.
Windstream Norlight, LLC
Windstream North Carolina, LLC
Windstream NorthStar, LLC
Windstream NTI, LLC
Windstream NuVox Arkansas, LLC
Windstream NuVox Illinois, LLC
Windstream NuVox Indiana, LLC
Windstream NuVox Kansas, LLC
Windstream NuVox Missouri, LLC
Windstream NuVox Ohio, LLC
Windstream NuVox Oklahoma, LLC
Windstream NuVox, LLC
Windstream of the Midwest, Inc.
Windstream Ohio, LLC
Windstream Oklahoma, LLC
Windstream Pennsylvania, LLC
Windstream Services, LLC
Windstream SHAL Networks, Inc.
Windstream SHAL, LLC
Windstream Shared Services, LLC
Windstream South Carolina, LLC
Windstream Southwest Long Distance, LLC
Windstream Standard, LLC
Windstream Sugar Land, LLC
Windstream Supply, LLC
Windstream Systems of the Midwest, Inc.
Windstream Western Reserve, LLC
XETA Technologies, Inc.

Exhibit B

Hessler Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 19-22312 (RDD)
)
) (Jointly Administered)
)

**DECLARATION OF STEPHEN E. HESSLER
IN SUPPORT OF THE DEBTORS' APPLICATION
(I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF
KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS INTERNATIONAL LLP
AS ATTORNEYS FOR THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Stephen E. Hessler, being duly sworn, state the following under penalty of perjury:

1. I am the president of Stephen E. Hessler, P.C., a partner of the law firm of Kirkland & Ellis LLP, located at 601 Lexington Avenue, New York, New York 10022, and a partner of Kirkland & Ellis International, LLP (together with Kirkland & Ellis LLP, collectively, "Kirkland").² I am one of the lead attorneys from Kirkland working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the United States Bankruptcy Court for the Southern District of New York. There are no disciplinary proceedings pending against me.

¹ The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

² Capitalized terms used but not otherwise defined herein shall have the meaning as set forth in the Application.

2. I submit this declaration (the “Declaration”) in support of the Debtors’ *Application Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the “Application”).³ Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Kirkland’s Qualifications

4. The Debtors seek to retain Kirkland because of Kirkland’s recognized expertise and extensive experience and knowledge in the field of debtors’ protections, creditors’ rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

5. Kirkland has been actively involved in major chapter 11 cases in this District and has represented debtors in many cases, including, among others: *In re FULLBEAUTY Brands Holdings Corp.*, No. 19-22185 (RDD) (Bankr. S.D.N.Y. Mar. 9, 2019); *In re Aegean Petroleum Network Inc.*, No. 18-13374 (MEW) (Bankr. S.D.N.Y. Nov. 6, 2018); *In re Nine West Holdings, Inc.*, No. 18-10947 (SCC) (Bankr. S.D.N.Y. June 29, 2018); *In re Cenveo, Inc.*, No. 18-22178 (RDD) (Bankr. S.D.N.Y. Mar. 8, 2018); *In re BCBG Max Azria Global Holdings, LLC*, No. 17-10466 (SCC) (Bankr. S.D.N.Y. Mar. 29, 2017); *In re Avaya Inc.*, No. 17-10089 (SMB) (Bankr. S.D.N.Y. Jan. 19, 2017); and *In re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Sept. 10, 2015).⁴

6. In preparing for its representation of the Debtors in these chapter 11 cases, Kirkland has become familiar with the Debtors’ businesses and many of the potential legal issues that may

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

⁴ Because of the voluminous nature of the orders cited in this Declaration, they are not attached to the application. Copies of these orders are available upon request to Kirkland.

arise in the context of these chapter 11 cases. I believe that Kirkland is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to Be Provided

7. Subject to further order of the Court and that certain engagement letter dated August 25, 2017 (the “Engagement Letter”), a copy of which is attached as **Exhibit 1** to **Exhibit A** to the Application, the Debtors retained Kirkland to render, without limitation, the following legal services:

- a. advising the Debtors with respect to its powers and duties as debtor in possession in the continued management and operation of its businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of creditors and other parties in interest;
- d. taking all necessary actions to protect and preserve the Debtors’ estates, including prosecuting actions on the Debtors’ behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors’ estates;
- e. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors’ estates;
- f. representing the Debtors in connection with obtaining authority to continue using cash collateral and postpetition financing;
- g. advising the Debtors in connection with any potential sale of assets;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors’ estates;
- i. advising the Debtors regarding tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto; and

- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

8. Kirkland intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Kirkland will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Kirkland uses in other debtor representations, and are comparable to the hourly rates and corresponding rate structure that Kirkland uses for complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. Kirkland operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Kirkland's current hourly rates for matters related to these chapter 11 cases range as follows:⁵

⁵ For professionals and paraprofessionals residing outside of the U.S., hourly rates are billed in the applicable currency. When billing a U.S. entity, such foreign rates are converted into U.S. dollars at the then applicable conversion rate. After converting these foreign rates into U.S. dollars, it is possible that certain rates may exceed the billing rates listed in the chart herein. While the rate ranges provided for in this application may change if an

Billing Category⁶	U.S. Range
Partners	\$1,025–\$1,795
Of Counsel	\$595–\$1,705
Associates	\$595–\$1,125
Paraprofessionals	\$235–\$460

11. Kirkland’s hourly rates are set at a level designed to compensate Kirkland fairly for the work of its attorneys and paralegals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments.⁷

12. It is Kirkland’s policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client’s case that would not have been incurred except for representation of that particular client. It is also Kirkland’s policy to charge its clients only the amount actually incurred by Kirkland in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

13. To ensure compliance with all applicable deadlines in these chapter 11 cases, Kirkland utilizes the services of overtime secretaries. Kirkland charges fees for these services

individual leaves or joins Kirkland, and if any such individual’s billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

⁶ Although Kirkland does not anticipate using contract attorneys during these chapter 11 cases, in the unlikely event that it becomes necessary to use contract attorneys, Kirkland will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Kirkland will be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

⁷ For example, like many of its peer law firms, Kirkland typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney’s and paraprofessional’s current level of seniority. The step increases do not constitute “rate increases” (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013). As set forth in the Order, Kirkland will provide ten business days’ notice to the Debtors, the U.S. Trustee, and any official committee before implementing any periodic increases, and shall file such notice with the Court.

pursuant to the Engagement Letter between Kirkland and the Debtors, which permits Kirkland to bill the Debtors for overtime secretarial charges that arise out of business necessity. In addition, Kirkland professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with the *Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Cases* (the “Amended Guidelines”) and the Local Rules.

14. Kirkland currently charges \$0.16 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing and consistent with the Amended Guidelines and Local Rules, Kirkland will charge no more than \$0.10 per page for standard duplication services in these chapter 11 cases. Kirkland does not charge its clients for incoming facsimile transmissions. Kirkland has negotiated a discounted rate for Westlaw computer-assisted legal research. Computer-assisted legal research is used whenever the researcher determines that using Westlaw is more cost effective than using traditional (non-computer assisted legal research) techniques.

Compensation Received by Kirkland from the Debtors

15. Per the terms of the Engagement Letter, on November 15, 2017, the Debtors paid \$4,000,000.00 to Kirkland, which, as stated in the Engagement Letter, constituted an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct and *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007). Subsequently, the Debtors paid to Kirkland additional advance payment retainer totaling \$15,974,146.75 in the aggregate. As stated in the Engagement Letter, any advance payment retainer is earned by Kirkland upon receipt, any advance payment retainer becomes the property of Kirkland upon receipt, the Debtors no longer have a property interest in any advance payment retainer upon Kirkland’s receipt, any advance payment retainer will be placed in Kirkland’s general account and

will not be held in a client trust account, and the Debtors will not earn any interest on any advance payment retainer.⁸

16. As of the Petition Date, the Debtors did not owe Kirkland any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Kirkland's advance payment retainer, Kirkland's total advance payment retainer exceeds amounts listed or to be listed on statements describing services rendered and expenses incurred (on a "rates times hours" and "dates of expenses incurred" basis) prior to the Petition Date.

17. Pursuant to Bankruptcy Rule 2016(b), Kirkland has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Kirkland or (b) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

18. Kirkland shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Kirkland also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications*

⁸ The Engagement Letter provides that Kirkland may continue to hold any remaining prepetition advance payment retainer during the pendency of a chapter 11 case rather than applying such advance payment retainer to postpetition fees and expenses. Kirkland evaluates whether to retain any remaining prepetition advance payment retainer on a case-by-case basis. In this particular case, Kirkland has elected not to hold any remaining prepetition advance payment retainer but, instead, will apply any remaining advance payment retainer to postpetition fees and expenses as such fees and expenses are allowed by the Court.

for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013 (the “Revised UST Guidelines”), both in connection with this application and the interim and final fee applications to be filed by Kirkland in these chapter 11 cases.

Attorney Statement Pursuant to Revised UST Guidelines

19. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- a. **Question:** Did Kirkland agree to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement?

Answer: No. Kirkland and the Debtors have not agreed to any variations from, or alternatives to, Kirkland’s standard billing arrangements for this engagement. The rate structure provided by Kirkland is appropriate and is not significantly different from (a) the rates that Kirkland charges for other non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the Kirkland professionals in this engagement vary their rate based on the geographic location of the Debtors’ chapter 11 cases?

Answer: No. The hourly rates used by Kirkland in representing the Debtors are consistent with the rates that Kirkland charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- c. **Question:** If Kirkland has represented the Debtors in the 12 months prepetition, disclose Kirkland’s billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kirkland’s billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Kirkland's current hourly rates for services rendered on behalf of the Debtors range as follows:

Billing Category	U.S. Range
Partners	\$1,025–\$1,795
Of Counsel	\$595–\$1,705
Associates	\$595–\$1,125
Paraprofessionals	\$235–\$460

From February 25, 2018, to December 31, 2018, Kirkland's hourly rates for services rendered on behalf of the Debtors ranged as follows:⁹

Billing Category	U.S. Range
Partners	\$975–\$1,795
Of Counsel	\$575–\$1,795
Associates	\$575–\$1,065
Paraprofessionals	\$220–\$440

- d. **Question:** Have the Debtors approved Kirkland's budget and staffing plan, and, if so, for what budget period?

Answer: Yes, for the period from February 25, 2019, through June 25, 2019.

Kirkland's Disinterestedness

20. In connection with its proposed retention by the Debtors in these chapter 11 cases, Kirkland undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Kirkland obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Kirkland has searched on its electronic

⁹ While the rate ranges provided for in this application may change if an individual leaves or joins Kirkland, and if any such individual's billing rate falls outside the ranges disclosed above, Kirkland does not intend to update the ranges for such circumstances.

database for its connections to the entities listed on **Schedule 1** hereto. To the extent that I have been able to ascertain that Kirkland has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

21. Kirkland and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Kirkland has searched on its electronic database for its connection to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of these chapter 11 cases. Accordingly, Kirkland will update this Declaration as necessary and when Kirkland becomes aware of additional material information. The following is a list of the categories that Kirkland has searched:¹⁰

<u>Schedule</u>	<u>Category</u>
1(a)	Current & Former Officers & Directors
1(b)	Debtor Affiliates
1(c)	Equity Holders
1(d)	Bank Lenders and UCC Search Parties
1(e)	Bankruptcy Judges, US Trustees, and Court Contacts for the Southern District of New York
1(f)	Bankruptcy Professionals
1(g)	Contract Counterparties
1(h)	Creditors' Committee Members
1(i)	Governmental Units and Regulators
1(j)	Individual Bondholders and Indenture Trustees
1(k)	Insurers

¹⁰ Kirkland's inclusion of parties in the following Schedules is solely to illustrate Kirkland's conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

- 1(l) Litigation Counterparties
- 1(m) Professionals
- 1(n) Surety Issuers
- 1(o) Top 50 Creditors
- 1(p) Unions
- 1(q) Vendors

22. To the best of my knowledge, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

23. Listed on **Schedule 2** to this Declaration are the results of Kirkland’s conflicts searches of the above-listed entities.¹¹ For the avoidance of doubt, Kirkland will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current clients of Kirkland (including entities listed below under the “Specific Disclosures” section of this Declaration) unless Kirkland has an applicable waiver on file or first receives a waiver from such entity allowing Kirkland to commence such an action. To the extent that a waiver does not exist

¹¹ As referenced in **Schedule 2**, the term “current client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted in the 12 months preceding the Petition Date. As referenced in **Schedule 2**, the term “former client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted between 12 and 36 months preceding the Petition Date. As referenced in **Schedule 2**, the term “closed client” means an entity listed as a client in Kirkland’s conflicts search system to whom time was posted in the 36 months preceding the Petition Date, but for which the client representation has been closed. Whether an actual client relationship exists can only be determined by reference to the documents governing Kirkland’s representation rather than its potential listing in Kirkland’s conflicts search system. The list generated from Kirkland’s conflicts search system is over-inclusive. As a general matter, Kirkland discloses connections with “former clients” or “closed clients” for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date.

or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.¹²

24. Of the entities listed on **Schedule 2**, only two entities represented more than one percent of Kirkland's fee receipts for the twelve-month period ending on February 28, 2019. Specifically, Bain Capital, LP and/or certain of its affiliates ("**Bain**") is a lender and Visa Equity Partners and/or certain of its affiliates ("**Vista**") is an equity holder in these chapter 11 cases. Bain and Vista represent more than one percent of Kirkland's fee receipts for the twelve-month period ending on February 28, 2019. I do not believe Kirkland's representation of these parties precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

25. Kirkland's conflicts search of the entities listed on **Schedules 1(a)–1(q)** (that Kirkland was able to locate using its reasonable efforts) reveals, to the best of Kirkland's knowledge, that those Kirkland attorneys and paraprofessionals who previously worked at other law firms that represented such entities in these chapter 11 cases have not worked on matters relating to the Debtors' restructuring efforts while at Kirkland.

26. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Kirkland, nor any partner or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the Office of the United States Trustee for the Southern District of New York (the "**U.S. Trustee**"), any person employed by the U.S. Trustee, or any

¹² Contemporaneously with the filing of the Application, the Debtors also are seeking to retain Katten Muchin Rosenman LLP as conflicts counsel pursuant to the *Debtors' Application for the Entry of an Order Authorizing the Retention and Employment of Katten Muchin Rosenman LLP as Conflicts Counsel for the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date*.

Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of New York, except as disclosed or otherwise described herein.

27. Kirkland will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Kirkland will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

28. Generally, it is Kirkland's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Kirkland does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

29. From time to time, Kirkland has referred work to other professionals to be retained in these chapter 11 cases. Likewise, certain such professionals have referred work to Kirkland.

30. Certain insurance companies pay the legal bills of Kirkland clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Kirkland clients as a result of the fact that they pay legal fees on behalf of Kirkland clients.

Specific Disclosures

31. As specifically set forth below and in the attached exhibits, Kirkland represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these chapter 11 cases. None of the

representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Kirkland is not disqualified from acting as the Debtors' counsel merely because it represents certain of the Debtors' creditors, equity security holders, or other entities that may be parties in interest in matters unrelated to these chapter 11 cases.

A. Connections to Holders of Claims Against and Equity Interests in the Debtors.

32. As disclosed on Schedule 2, Kirkland currently represents and/or in the past has represented Elliott Management Corporation and Evergreen Coast Capital Corp and certain of their affiliates ("Elliott"), Citadel LLC and Citadel Securities LLC and certain of their affiliates ("Citadel"), and BMO Capital Markets and certain of its affiliates ("BMO") in various matters. Elliott, Citadel, and BMO are equity holders in these chapter 11 cases. All prior and current Kirkland representations of such entities have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe Kirkland's representation of these parties precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

33. Kirkland currently represents, and in the past has represented, U.S. Bank National Association and certain of its affiliates ("U.S. Bank") and Bank of America, N.A. and certain of its affiliates ("Bank of America"), respectively, on a variety of matters. U.S. Bank is a lender and indenture trustee under certain obligations in these cases. Bank of America is a lender and equity holder in these chapter 11 cases. All prior and current Kirkland representations of U.S. Bank and Bank of America have been in matters unrelated to the Debtors or these chapter 11 cases. I do not believe Kirkland's representation of these parties precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

34. The spouse of Kirkland partner Helen E. Witt, P.C. is a managing director of JPMorgan Chase & Co., JPMorgan Chase Bank, N.A., or certain of its affiliates are among the equity holders and serves as administrative agent under certain prepetition debt obligations in these chapter 11 cases. Kirkland has instituted formal screening measures to screen Ms. Witt from all aspects of Kirkland's representation of the Debtors.

35. As disclosed on Schedule 2, certain of the Debtors' current or potential creditors or equity holders or their affiliates are current, former, or closed clients of Kirkland. I do not believe that Kirkland's current and former representations of the affiliates, subsidiaries, and/or entities associated with the equity holders, lenders, and debt holders precludes Kirkland from being a disinterested party under the Bankruptcy Code.

B. Connections to Officers and Directors.

36. As disclosed below and in Schedule 2 attached hereto, Kirkland currently represents, and has formally represented, certain affiliates, subsidiaries and entities associated with the Debtors' current and recent former officers and directors. Kirkland does not believe that its current and prior representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes it from being a disinterested party under the Bankruptcy Code.

37. Walter L. Turek, a current director of Windstream Holdings, Inc. and Windstream Services, LLC, one of the Debtors in these chapter 11 cases, is serving, has served, or may serve from time to time in various management and/or director capacities of other active and inactive Kirkland clients. I do not believe Kirkland's current or prior representations of clients for which Mr. Turek serves in a management and/or director capacities precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

C. Connections to Other Entities.

38. As disclosed in **Schedule 2** certain of the Debtors or other entities associated with the Debtors are creditors of entities that Kirkland currently represents or has represented in bankruptcy proceedings or post-effective date claims processes. These entities and certain of their affiliates include (a) the Independent Directors of Toshiba Nuclear Energy Holdings (UK) Limited, (b) American Tire Distributors Holdings, Inc., (c) Avaya Inc. (“Avaya”), (d) The Gymboree Corporation, (e) Charming Charlie Holdings Inc., (f) iHeartMedia, Inc., (g) Metro Fuel Oil Corp., (h) Caesars Entertainment Operating Company, and (i) BCBG Max Azria Global Holdings, LLC. Kirkland’s previous and current representations of these parties are unrelated to these chapter 11 cases. Similarly, certain parties in interest, including Avaya, in these chapter 11 cases are current or former Kirkland restructuring clients. Kirkland will not represent the Debtors in any matter related to other Kirkland clients’ bankruptcy proceedings. In addition, Kirkland will not represent any of its other restructuring clients against the Debtors in any of its other clients’ restructuring matters. Kirkland’s other chapter 11 representations are unrelated to these chapter 11 cases or the Debtors. I do not believe these representations preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

39. As disclosed on **Schedule 2** Kirkland has represented Ligado Networks LLC (“Ligado”) regarding potential litigation involving Earthlink Carrier, LLC. Kirkland will not represent Ligado in matters related to the Debtors or their chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that this representation precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

40. As disclosed on **Schedule 2**, Kirkland has represented Siris Capital Group, LLC (“Siris”) in matters related to financing the acquisition of an entity formerly affiliated with the

Debtors. Kirkland will not represent Siris in matters related to the Debtors or their chapter 11 cases during the pendency of these chapter 11 cases. I do not believe that this representation precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

41. As disclosed on **Schedule 2** Kirkland currently represents and/or has represented in the past AT&T Services, Inc., Verizon Communications Inc., Metaswitch Networks Ltd., Charter Communications Inc., Comcast Corporation, Time Warner Cable, Sirius Computer Solutions Inc., Frontier Communications Corporation, Tata Consultancy Services Limited, and certain other creditors and/or certain of their respective affiliates (collectively, the “Creditors”) in matters unrelated to the Debtors and these chapter 11 cases. Kirkland will not represent the Creditors in matters related to the Debtors or these chapter 11 cases. I do not believe that these representations preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

42. As disclosed on **Schedule 2** Kirkland has represented in the past Argo Group International Holdings Ltd. and/or certain of its affiliates (the “Surety Issuer”) in matters unrelated to the Debtors and these chapter 11 cases. Kirkland will not represent the Surety Issuer in matters related to the Debtors and these chapter 11 cases. I do not believe that this representation precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

43. As disclosed on **Schedule 2** Kirkland currently represents, formerly represented, and in the future likely will represent Kohlberg Kravis Roberts & Co. L.P. and its affiliated investment funds, TPG Sixth Street Partners, LLC, and certain of its affiliates, Searchlight Capital Partners, L.P. and certain of its affiliates, and other firms and their affiliates on a variety of matters. These entities hold equity interests in certain parties in interest in these chapter 11 cases, including Uniti Group Inc. All of Kirkland’s current and former representations of these entities have been

unrelated to the Debtors and these chapter 11 cases. I do not believe that these representations preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

D. Other Chapter 11 Professionals.

44. As disclosed in **Schedule 2** attached hereto, Kirkland currently represents, and formerly has represented, certain affiliates, subsidiaries, and entities associated with various professionals that the Debtors seeks to retain in connection with these chapter 11 cases. All prior and current Kirkland representations of these professionals have been in matters unrelated to the Debtors and these chapter 11 cases. Kirkland has not represented and will not represent any such professionals in connection with any matter in these chapter 11 cases.

45. The Debtors' proposed investment banker is PJT Partners LP ("PJT") for these chapter 11 cases. As disclosed in **Schedule 2** attached hereto, Kirkland has represented and currently represents certain affiliates of PJT in a variety of matters. Kirkland has not represented and will not represent PJT or any of its affiliates in these chapter 11 cases or any matters related to the Debtors. I do not believe that Kirkland's representation of these parties precludes it from meeting the disinterestedness standard under the Bankruptcy Code.

46. The Debtors' proposed restructuring advisor is Alvarez & Marsal North America, LLC ("A&M Advisory") for these chapter 11 cases. As disclosed in **Schedule 2** attached hereto, Kirkland represents Alvarez & Marsal, Inc. ("A&M Inc."), Alvarez & Marsal Capital, LLC ("A&M Capital"), AMCP Security Holdings L.P. / Centerra Group, LLC, Alvarez & Marsal Tax and UK LLP, and affiliated entities in matters unrelated to the Debtors and these chapter 11 cases. In addition, subject to the parameters discussed in the Kirkland Attorney and Employee Investments section of this Declaration, Kirkland person(s) have invested in A&M Fund. I do not

believe that Kirkland's representation of these parties precludes it from meeting the disinterestedness standard under the Bankruptcy Code.

47. The Debtors' notice and claims agent is Kurtzman Carson Consultants LLC ("KCC") for these chapter 11 cases. As disclosed in **Schedule 2** attached hereto, Kirkland represented Computershare Limited and related entities (collectively, "Computershare") in matters unrelated to the Debtors and these chapter 11 cases. Computershare is affiliated with KCC. KCC currently employs certain former Kirkland attorneys and professionals. Although such former employees are currently employed at KCC, any work provided by these prior Kirkland employees is unrelated to the Debtors and these chapter 11 cases. I do not believe these connections preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

48. Certain of the Debtors' contract counterparties have retained Rothschild & Co. ("Rothschild") as their financial advisor and investment banker. As disclosed in **Schedule 2** attached hereto, Kirkland has represented and currently represents Rothschild Inc. and Five Arrows Principal Investments, affiliates of Rothschild, and certain other affiliates and Todd R. Snyder, who was formally employed at Rothschild in matters unrelated to the Debtors and these chapter 11 cases. I do not believe that these connections preclude Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

49. Certain of the Debtors' lenders have retained Evercore Group L.L.C. ("Evercore") as their investment banker. As disclosed in **Schedule 2** attached hereto, Kirkland has represented and currently represents Evercore Partners Inc., an affiliate of Evercore, and certain other affiliates in matters unrelated to the Debtors and these chapter 11 cases. I do not believe that this representation precludes Kirkland from meeting the the disinterestedness standard under the Bankruptcy Code.

50. Certain parties in interest have retained professionals in these chapter 11 cases, including certain lenders that have retained Houlihan Lokey, Inc. (“Houlihan”) as their investment banker. As disclosed in **Schedule 2** attached hereto, Kirkland has represented and/or currently represents Houlihan Lokey EMEA, LLP, an affiliate of Houlihan, Public Sector Pension Investment Board, Caisse de dépôt et placement du Québec, Investcorp, and a certain employee of Investcorp and certain other affiliates that are related to such retained professionals in matters unrelated to the Debtors and these chapter 11 cases. I do not believe that these representations preclude Kirkland from meeting the the disinterestedness standard under the Bankruptcy Code.

51. The official committee of unsecured creditors proposed restructuring advisor is AlixPartners, LLP (“AlixPartners”). As disclosed in **Schedule 2**, attached hereto, Kirkland has represented and currently represents the Public Sector Pension Investment Board and Investcorp, affiliates of AlixPartners, and certain other affiliates in matters unrelated to these chapter 11 cases. I do not believe that this representation precludes Kirkland from meeting the the disinterestedness standard under the Bankruptcy Code.

E. Kirkland Attorney and Employee Investments.

52. From time to time, Kirkland partners, of counsel, associates, and employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the “Investment Funds”), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases, often without Kirkland’s knowledge. Each Kirkland person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote

any particular security. The Investment Fund is generally operated as a blind pool, meaning that when the Kirkland persons make an investment in the Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

53. From time to time one or more Kirkland partners and of counsel voluntarily choose to form an entity (a “Passive-Intermediary Entity”) to invest in one or more Investment Funds. Such Passive-Intermediary Entity is composed only of persons who were Kirkland partners and of counsel at the time of the Passive-Intermediary Entity’s formation (although some may later become former Kirkland partners and of counsel). Participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of Kirkland’s partners and of counsel choose to participate. The Passive-Intermediary Entity generally owns substantially less than one percent of any such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. And, indeed, the Passive-Intermediary Entity often arranges for statements and communications from certain Investment Funds to be sent solely to a blind administrator who edits out all information regarding the identity of the Investment Fund’s underlying investments, so that the Passive-Intermediary Entity does not learn (even after the fact) the identity of the securities purchased, sold, or held by the Investment Fund. To the extent the Passive-Intermediary Entity is or becomes aware of the identity of the securities purchased, sold, or held by the Investment Funds (“Known Holdings”), such Known Holdings are submitted to Kirkland’s conflict checking system.

54. From time to time, Kirkland partners, of counsel, associates, and employees personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties in interest in these chapter 11 cases. Kirkland has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work, so that all Kirkland attorneys and employees are barred from trading in securities with respect to which they possess confidential information.

F. Former Clerks.

55. The following Kirkland employees had clerkships in the United States Bankruptcy Court for the Southern District of New York during the last three years (collectively, the “Former Clerks”).

56. Emily Kehoe, a Kirkland associate, was a law clerk for the Honorable Cecelia G. Morris of the United States Bankruptcy Court for the Southern District of New York from August 2015 to August 2017. Ms. Kehoe began working at Kirkland in September 2017 and had no connection with the Debtors’ chapter 11 cases while working for the court.

57. Simon Briefel, a Kirkland associate, was a law clerk for the Honorable Martin Glenn of the United States Bankruptcy Court for the Southern District of New York from September 2017 to August 2018. Mr. Briefel began working at Kirkland in September 2018 and had no connection with the Debtors’ chapter 11 cases while working for the court.

58. Alexander D. Talel, a Kirkland associate, was a law clerk for the Honorable Sidney H. Stein of the United States District Court for the Southern District of New York from January 2017 until October 2017. Mr. Talel’s current role at Kirkland has no connection with the Debtors’ chapter 11 cases.

59. Lauren Biksacky, a current Kirkland associate, was a law clerk for the Honorable Edgardo Ramos of the United States District Court for the Southern District of New York from November 2016 until November 2017. Ms. Biksacky's current role at Kirkland has no connection with the Debtors' chapter 11 cases.

60. Brandon Chamberlin, a current Kirkland associate, was a law clerk for the Honorable Louis L. Stanton of United States District Court for the Southern District of New York from September 2014 until September 2016. Mr. Chamberlin's current role at Kirkland has no connection with the Debtors' chapter 11 cases.

61. Chang Liu, a current Kirkland associate, was a law clerk for the Honorable John G. Koeltl of United States District Court for the Southern District of New York from August 2015 until August 2016. Mr. Liu's current role at Kirkland has no connection with the Debtors' chapter 11 cases.

62. I do not believe that the Former Clerks' work for the court precludes Kirkland from meeting the disinterestedness standard under the Bankruptcy Code.

G. Other Disclosures.

63. Susan D. Golden, a Kirkland partner, was employed by the Office of the United States Trustee in the Southern District of New York from October 2007 to December 2017. I do not believe that this connection precludes Kirkland from being a disinterested person under the Bankruptcy Code.

64. Additionally, certain interrelationships exist among the Debtors. Nevertheless, the Debtors have advised Kirkland that the Debtors' relationships to each other do not pose any conflict of interest because of the general unity of interest among the Debtors. Insofar as I have

been able to ascertain, I know of no conflict of interest that would preclude Kirkland's joint representation of the Debtors in these chapter 11 cases.

65. Finally, prior to joining Kirkland, certain Kirkland attorneys represented clients adverse to or connected to Kirkland's current and former restructuring clients. Certain of these attorneys (the "Screened Kirkland Attorneys") will not perform work in connection with Kirkland's representation of the Debtors and will not have access to confidential information related to the representation. Kirkland's formal ethical screen provides sufficient safeguards and procedures to prevent imputation of conflicts by isolating the Screened Kirkland Attorneys and protecting confidential information.

66. Under Kirkland's screening procedures, Kirkland's conflicts department distributes a memorandum to all Kirkland attorneys and legal assistants directing them as follows: (a) not to discuss any aspects of Kirkland's representation of the Debtors with the Screened Kirkland Attorneys; (b) to conduct meetings, phone conferences, and other communications regarding Kirkland's representation of the Debtors in a manner that avoids contact with the Screened Kirkland Attorneys; (c) to take all measures necessary or appropriate to prevent access by the Screened Kirkland Attorneys to the files or other information related to Kirkland's representation of the Debtors; and (d) to avoid contact between the Screened Kirkland Attorneys and all Kirkland personnel working on the representation of the Debtors unless there is a clear understanding that there will be no discussion of any aspects of Kirkland's representation of the Debtors. Furthermore, Kirkland already has implemented procedures to block the Screened Kirkland Attorneys from accessing files and documents related to the Debtors that are stored in Kirkland's electronic document managing system.

Affirmative Statement of Disinterestedness

67. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Kirkland is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Kirkland has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 26, 2019

Respectfully submitted,

/s/ Stephen E. Hessler

Stephen E. Hessler
as President of Stephen E. Hessler, P.C., as
Partner of Kirkland & Ellis LLP; and as Partner
of Kirkland & Ellis International LLP

Schedule 1

The following lists contain the names of reviewed entities as described more fully in the *Declaration of Stephen E. Hessler in Support of the Debtors' Application Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Hessler Declaration").¹ Where the names of the entities reviewed are incomplete or ambiguous, the scope of the search was intentionally broad and inclusive, and Kirkland & Ellis LLP and Kirkland & Ellis International LLP reviewed each entity in its records, as more fully described in the Hessler Declaration, matching the incomplete or ambiguous name.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Hessler Declaration.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Current & Former Officers & Directors
1(b)	Debtor Affiliates
1(c)	Equity Holders
1(d)	Bank Lenders and UCC Search Parties
1(e)	Bankruptcy Judges, US Trustees, and Court Contacts for the Southern District of New York
1(f)	Bankruptcy Professionals
1(g)	Contract Counterparties
1(h)	Creditors' Committee Members
1(i)	Governmental Units and Regulators
1(j)	Individual Bondholders and Indenture Trustees
1(k)	Insurers
1(l)	Litigation Counterparties
1(m)	Professionals
1(n)	Surety Issuers
1(o)	Top 50 Creditors
1(p)	Unions
1(q)	Vendors

SCHEDULE 1(a)

Current & Former Officers & Directors

Armitage, Carol
Bayer, Ron
Beall, Samuel E., III
Brooks, Jack
Diefenderfer, Jeannie H.
Eichler, John
Farkouh, Stephen
Gunderman, Robert
Halpin, Kevin
Hinson, Jeffrey T.
Langston, Lewis
LaPerch, William G.
Laque, Larry
Levine, Layne
Moody, Kristi
Shimer, Julie A.
Small, Jeff
Smith, Drew
Stoll, Marc
Stoltz, Michael G.
Thomas, Anthony
Turek, Walter L.
Wells, Alan L.

SCHEDULE 1(b)

Debtor Affiliates

Allworx Corp.
American Telephone Co. LLC
ARC Networks Inc.
ATX Communications Inc.
ATX Licensing Inc.
ATX Telecommunications Services of
Virginia LLC
Birmingham Data Link LLC
BOB LLC
Boston Retail Partners LLC
BridgeCom Holdings Inc.
BridgeCom International Inc.
BridgeCom Solutions Group Inc.
Broadview Networks Inc.
Broadview Networks of Massachusetts Inc.
Broadview Networks of Virginia Inc.
Broadview NP Acquisition Corp.
Buffalo Valley Management Services Inc.
Business Telecom LLC
Business Telecom of Virginia Inc.
BV-BC Acquisition Corp.
Cavalier IP TV LLC
Cavalier Services LLC
Cavalier Telephone LLC
Cavalier Telephone Mid-Atlantic LLC
CCL Historical Inc.
Choice One Communications of Connecticut
Inc.
Choice One Communications of Maine Inc.
Choice One Communications of
Massachusetts Inc.
Choice One Communications of New York
Inc.
Choice One Communications of Ohio Inc.
Choice One Communications of
Pennsylvania Inc.
Choice One Communications of Rhode
Island Inc.
Choice One Communications of Vermont
Inc.
Choice One Communications Resale LLC
Choice One of New Hampshire Inc.

Cinergy Communications Co. of Virginia
LLC
Conestoga Enterprises Inc.
Conestoga Management Services Inc.
Conestoga Wireless Co.
Connecticut Broadband LLC
Connecticut Telephone & Communication
Systems Inc.
Conversent Communications Long Distance
LLC
Conversent Communications of Connecticut
LLC
Conversent Communications of Maine LLC
Conversent Communications of
Massachusetts Inc.
Conversent Communications of New
Hampshire LLC
Conversent Communications of New Jersey
LLC
Conversent Communications of New Jersey
LLC Inc.
Conversent Communications of New York
LLC
Conversent Communications of
Pennsylvania LLC
Conversent Communications of Rhode
Island LLC
Conversent Communications of Vermont
LLC
Conversent Communications Resale LLC
CoreComm Communications LLC
CoreComm-ATX Inc.
CTC Communications Corp.
CTC Communications of Virginia Inc.
D&E Communications LLC
D&E Management Services Inc.
D&E Networks Inc.
D&E Wireless Inc.
Deltacom LLC
Earthlink Business Holdings LLC
Earthlink Business LLC
Earthlink Carrier LLC
Earthlink Holdings LLC

Earthlink LLC
Earthlink Services LLC
Earthlink Shared Services LLC
Equity Leasing Inc.
Eureka Broadband Corp.
Eureka Holdings LLC
Eureka Networks LLC
Eureka Telecom Inc.
Eureka Telecom of VA Inc.
Georgia Windstream LLC
Heart of the Lakes Cable Systems Inc.
Infocore Inc.
InfoHighway Communications Corp.
Info-Highway International Inc.
InfoHighway of Virginia Inc.
Intellifiber Networks LLC
Iowa Telecom Data Services LC
Iowa Telecom Data Services LC Inc.
Iowa Telecom Technologies LLC
IWA Services LLC
KDL Holdings LLC
LDMI Telecommunications LLC
Lightship Telecom LLC
MassComm LLC
McLeodUSA Information Services LLC
McLeodUSA Purchasing LLC
McLeodUSA Telecommunications Services
LLC
MPX Inc.
Nashville Data Link LLC
Network Telephone LLC
Norlight Telecommunications of Virginia
LLC
Oklahoma Windstream LLC
Open Support Systems LLC
PaeTec Communications LLC
PaeTec Communications of Virginia LLC
PAETEC Holding LLC
PAETEC iTEL LLC
PAETEC LLC
PAETEC Realty LLC
PCS Licenses Inc.
Progress Place Realty Holding Co. LLC
RevChain Solutions LLC
SM Holdings LLC
Southwest Enhanced Network Services LLC

Talk America LLC
Talk America of Virginia LLC
Televue LLC
Texas Windstream LLC
The Other Phone Co. LLC
TriNet LLC
TruCom Corp.
US LEC Communications LLC
US LEC of Alabama LLC
US LEC of Florida LLC
US LEC of Georgia LLC
US LEC of Maryland LLC
US LEC of North Carolina LLC
US LEC of Pennsylvania LLC
US LEC of South Carolina LLC
US LEC of Tennessee LLC
US LEC of Virginia LLC
US Xchange Inc.
US Xchange of Illinois LLC
US Xchange of Indiana LLC
US Xchange of Michigan LLC
US Xchange of Wisconsin LLC
Valor Telecommunications of Texas LLC
WaveTel NC License Corp.
WIN Sales & Leasing Inc.
Win Tower Exchange LLC
Windstream Accucomm Networks LLC
Windstream Accucomm
Telecommunications LLC
Windstream Alabama LLC
Windstream Arkansas LLC
Windstream Buffalo Valley Inc.
Windstream Business Holdings LLC
Windstream BV Holdings Inc.
Windstream BV Holdings LLC
Windstream Cavalier LLC
Windstream Communications Kerrville LLC
Windstream Communications LLC
Windstream Communications Telecom LLC
Windstream Concord Telephone LLC
Windstream Conestoga Inc.
Windstream CTC Internet Services Inc.
Windstream D&E Inc.
Windstream D&E Systems LLC
Windstream Direct LLC
Windstream Eagle Holdings LLC

Windstream Eagle Services LLC
Windstream EN-TEL LLC
Windstream Finance Corp
Windstream Florida LLC
Windstream Georgia Communications LLC
Windstream Georgia LLC
Windstream Georgia Telephone LLC
Windstream Holding of the Midwest Inc.
Windstream Holdings Inc.
Windstream Holdings of the Midwest Inc.
Windstream Iowa Communications LLC
Windstream Iowa-Comm LLC
Windstream IT-Comm LLC
Windstream KDL LLC
Windstream KDL-VA LLC
Windstream Kentucky East LLC
Windstream Kentucky West LLC
Windstream Kerrville Long Distance LLC
Windstream Lakedale Inc.
Windstream Lakedale Link Inc.
Windstream Leasing LLC
Windstream Lexcom Communications LLC
Windstream Lexcom Entertainment LLC
Windstream Lexcom Long Distance LLC
Windstream Lexcom Wireless LLC
Windstream Lexcom Wireless LLC Inc.
Windstream Mississippi LLC
Windstream Missouri LLC
Windstream Montezuma LLC
Windstream Nebraska Inc.
Windstream Network Services of the
Midwest Inc.
Windstream New York Inc.
Windstream Norlight LLC
Windstream North Carolina LLC
Windstream NorthStar LLC
Windstream NTI LLC
Windstream NuVox Arkansas LLC
Windstream NuVox Illinois LLC
Windstream NuVox Indiana LLC
Windstream NuVox Kansas LLC
Windstream NuVox LLC
Windstream NuVox Missouri LLC
Windstream NuVox Ohio LLC
Windstream NuVox Oklahoma LLC
Windstream of the Midwest Inc.

Windstream Ohio LLC
Windstream Oklahoma LLC
Windstream Pennsylvania LLC
Windstream Services LLC
Windstream SHAL LLC
Windstream SHAL Networks Inc.
Windstream Shared Services LLC
Windstream South Carolina LLC
Windstream Southwest Long Distance LLC
Windstream Standard LLC
Windstream Sugar Land LLC
Windstream Supply LLC
Windstream Supply LLC Inc.
Windstream Systems of the Midwest Inc.
Windstream Western Reserve LLC
Xeta Technologies Inc.

SCHEDULE 1(c)

Equity Holders

Acadian Asset Management LLC
Advisors Asset Management Inc.
AllianceBernstein LP
Alpine Global Management LLC
American Century Investment Management Inc.
Analytic Investors LLC
AQR Capital Management LLC
Arrowstreet Capital LP
Bank of America Merrill Lynch (US)
Barclays Capital Inc.
Bardin Hill Investment Partners LP
BlackRock Advisors (UK) Ltd.
BlackRock Financial Management Inc.
BlackRock Institutional Trust Co. NA
BlackRock Investment Management LLC
BlueMountain Capital Management LLC
BNY Mellon Asset Management
Bridgeway Capital Management Inc.
Brigade Capital Management LP
California Public Employees' Retirement System
California State Teachers' Retirement System
Cavalier Investments LLC
Charles Schwab Investment Management Inc.
Citadel Enterprise Americas LLC
Citi Investment Research (US)
Commonwealth Bank of Australia
Commonwealth Financial Network
CQS Cayman LP
Credit Suisse Securities (USA) LLC
CTC myCFO LLC
DE Shaw & Co. LP
Deutsche Asset Management (UK) Ltd.
Deutsche Asset Management Americas
Elliott Management Corp.
First Republic Investment Management Inc.
Florida State Board of Administration
Friess Associates LLC
Gabelli Funds LLC

Geode Capital Management LLC
Goldman Sachs & Co. Inc.
Group One Trading LP
HBK Investments LP
Invesco Capital Management LLC
Isthmus Partners LLC
Jefferies LLC
JP Morgan Asset Management Inc.
JP Morgan Securities LLC
JPMorgan Asset Management (Japan) Ltd.
JPMorgan Private Bank (United States)
KBC Group NV
Manulife Asset Management Ltd.
Marshall Wace LLP
Mellon Investments Corp.
Millennium Management LLC
Morgan Stanley Wealth Management SV SA
New York State Common Retirement Fund
NNIP Advisors BV
Norges Bank Investment Management (NBIM)
Northern Trust Global Investments
Northern Trust Investments Inc.
Nuveen LLC
PanAgora Asset Management Inc.
Parametric Portfolio Associates LLC
PDT Partners LLC
PIMCO (US)
PointState Capital LP
Public Employees' Retirement Association of Colorado
Quantamental Technologies LLC
Raymond James & Associates Inc.
Raymond James Financial Services Advisors Inc.
RBC Capital Markets Wealth Management
Regions Investment Management Inc.
Renaissance Technologies LLC
Rhumblin Advisors Ltd. Partnership
SG Americas Securities LLC
Simplex Trading LLC

Spark Investment Management LLC
Spot Trading LLC
State Street Global Advisors (US)
Stone Ridge Asset Management LLC
SunAmerica Asset Management LLC
Susquehanna International Group LLP
T. Rowe Price Associates Inc.
Teton Advisors Inc.
TFS Capital LLC
Tower Research Capital LLC
Two Sigma Investments LP
USAA Investment Management Co.
Vanguard Group Inc., The
Victory Capital Management Inc.
Virtu Americas LLC
Voya Investment Management LLC
Wells Capital Management Inc.
Wells Fargo Advisors
Wells Fargo Bank NA
Wells Fargo Securities LLC
Wolverine Trading LLC
World Asset Management Inc.
Zacks Investment Management Inc.

SCHEDULE 1(d)

Bank Lenders and UCC Search Parties

ABRY Partners LLC	Fidelity Management & Research Co.
Aegon USA	Fifth Third Bank
Allstate Insurance	First Bank
Amundi Pioneer	First Central National Bank of St. Paris
Anchorage Capital Group	First Federal Savings Bank
Antara Capital LP	First Pacific Advisors LLC
Apex Credit Partners LLC	First Trust Advisors LP
Apollo Capital Management LP	Forcht Bank NA
Arbour Lane Capital Management LLC	Fortress Investment Group
Arena Capital Advisors LLC	Fraser Sullivan Investment Management LLC
Assurant Inc.	Garrison Investment Group LP
Bain Capital Credit	GoldenTree Asset Management
Bank of America Corp.	Harch Capital Management LLC
Bardin Hill Investment Partners	Hayfin Capital Management LLP
Barrow Hanley Mewhinney & Strauss LLC	HBK Investments LP
Beach Point Capital Management LP	Highland Capital Management LP
Beal Bank	Hillmark Capital Management LP
Black Diamond Capital Partners	HSBC Bank plc
Brigade Capital Management LP	Industrial Alliance Insurance & Financial Services Inc.
Canaras Capital Management LLC	Invesco Capital Management LLC
Carlson Capital LP	JPMorgan Chase Bank NA
CarVal Investors LLC	KeyBank
Caspian Capital LP	Lord Abbett & Co.
Cedarview Capital Management LP	M&T Bank
Citibank	Marshall, Adrian
Citibank NA	Montezuma State Bank
CKC Capital LLC	MSD Capital LP
Cohanzick Management LLC	Napier Park Global Capital LP
Columbia Threadneedle	Neuberger Berman Group LLC
Commerce Bank	Nokota Management LP
Commercial Industrial Finance Corp.	Nomura Holding America Inc.
Credit Suisse Asset Management LLC	Onex Credit Partners LLC
Credit Value Partners LP	Partners Group AG
CVC Capital Partners Ltd.	PointState Capital LP
Delaware Investments	PPM America Inc.
Diameter Capital Partners LP	PrivateBank, The
Elmwood Wealth Management Inc.	Prudential Asset Management Co. Inc.
Exchange Bank	
Farmers Bank, The	

RBC Global Asset Management (US) Inc.
Redding Ridge Asset Management LLC
Regions Financial Corp.
Royal Bank of Canada
Security State Bank & Trust
Silvermine Capital Management LLC
Solus Alternative Asset Management LP
Steele Creek Investment Management
Suntrust Bank
Symphony Asset Management LLC
Thrivent Financial for Lutherans
Tricadia Capital Management LLC
UMB Bank NA
United Community Bank Inc.
US Bank NA
Valcour Capital Management LLC
Vulcan Credit
Wells Fargo & Co.
Wells Fargo Bank NA
WhiteHorse Capital Partners
WhiteStar Corp.

SCHEDULE 1(e)

Bankruptcy Judges, US Trustees, and Court Contacts for the Southern District of New York

Abriano, Victor
Arbeit, Susan
Bernstein, Stuart M.
Cassara, Amanda
Catapano, Maria
Chapman, Shelley C.
Choy, Danny A.
Daniele, Salvatore
DiSalvo, Rosemary
Drain, Robert D.
Garrity, James L., Jr.
Glenn, Martin
Grossman, Robert E.
Harrington, William K.
Higgins, Benjamin J.
Lane, Sean H.
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morris, Cecelia G.
Morrisey, Richard C.
Nadkarni, Joseph
Nakano, Serene
Ng, Cheuk M.
Riffkin, Linda
Rodriguez, Ilusion
Schwartz, Andrea B.
Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Song, Justin
Velez-Rivera, Andy
Vyskocil, Mary Kay
Wiles, Michael E.
Zipes, Greg M.

SCHEDULE 1(f)

Bankruptcy Professionals

Alvarez & Marsal LLC
Joele Frank Wilkinson Brimmer Katcher
Katten Muchin Rosenman LLP
KCC LLC
PJT Partners Inc.

SCHEDULE 1(g)

Contract Counterparties

Communications Sales & Leasing Inc.

CSL National LP

Uniti Group Inc.

SCHEDULE 1(h)

Creditors' Committee Members

AT&T Services Inc.
Communications Workers of America
Crown Castle Fiber LLC
LEC Services Inc.
Pension Benefit Guaranty Corp.
UMB Bank NA
VeloCloud Networks Inc.

SCHEDULE 1(i)

Governmental Units and Regulators

United States, Government of the, Federal Communications Commission

SCHEDULE 1(j)

Individual Bondholders and Indenture Trustees

Aurelius Capital Management LP

US Bank NA

Wilmington Trust NA

SCHEDULE 1(k)

Insurers

ACE American Insurance Co.
AIG Global Real Estate
Allied World Assurance Co. Holdings GmbH
Allied World Assurance Co. Ltd.
Aspen Insurance Holdings Ltd.
AXA XL Insurance
AXIS Insurance Co.
Barbican Group Holdings Ltd.
Beazley Group Ltd.
Brit Insurance Holdings BV
Channel Syndicate LLP, The
Chubb Corp., The
CNA Insurance Cos.
Endurance Insurance
Great American Insurance Group
HCC Insurance Holdings Inc.
Jardine Lloyd Thompson Group plc
Lockton Cos. Inc.
Markel Corp.
Nautilus Insurance Co.
RLI Corp.
Sompo Japan Nipponkoa Insurance Inc.
Starr International Co. Inc.
Travelers Indemnity Co., The
Travelers Insurance Co. Ltd.

SCHEDULE 1(l)

Litigation Counterparties

14th & Fletcher Street Lincoln NE
1-800 Phone Numbers LLC
Abercrombie, Margaret
Allegheny, County of (PA)
Almont Ambulatory Surgery Center LLC
Angelo, Denise
Ashmore, Beattie B.
Ávila, Javier
Beaver, County of (PA)
Berks, County of (PA)
Blount, County of (TN), Emergency
Communications District
Bull Communications Inc.
Bunce, Kyle
Bunce, Melissa
Bussey, Carlton
Butler, County of (PA)
Charbonnet Law Firm LLC
Chester, County of (PA)
Cincinnati Insurance Co., The
Clarion, County of (PA)
Clayton, County of (GA)
Cobb, County of (GA)
Cohen, Lawrence
Columbus, City of (GA), Consolidated
Government
Commonwealth One Federal Credit Union
Crain, Adam
Cumberland, County of (PA)
Dauphin, County of (PA)
Delaware, County of (PA)
Erie One BOCES
Florida, State of, Phone Recovery Services
Genesee Valley Educational Partnership
Graham, Cindy
Graham, Larry
Greene, David S.
Gwinnett, County of (GA)
Hamilton, County of (TN), Emergency
Communications District
iNet Solutions Group LLC

Iowa, State of, Department of Commerce,
Utilities Board
irth Solutions LLC
Kendall, Bobby
Kingdom Group
Lackawanna City School District (NY)
Lancaster, County of (PA)
Lebanon, County of (PA)
Leonard, Linda
Loar, Ronald
Mamros, John
Mamros, Lorraine
Manchester-Shortsville Central School
District (NY)
Martin, Kelly
Max Auto
Mercer, County of (PA)
Michigan, State of, Department of Licensing
& Regulatory Affairs, Public Service
Commission
Mount Vernon Community School District
(IA)
Murray, Robert
New Jersey, State of, Division of Taxation,
Prearranged Ride Surcharge
New York City, City of (NY)
New York, State of, Attorney General
North Buffalo, Township of (PA)
North Carolina, State of, Department of
Justice
OCM Boces
Osborne, Ester Louise
Payne's Tool & Supply Inc.
Pennsylvania, Commonwealth of, Office of
Attorney General, Bureau of Consumer
Protection
Pennsylvania, Commonwealth of, Public
Utility Commission
Pennsylvania, Commonwealth of, Public
Utility Commission, Office of Consumer
Advocate

Pocahontas, County of (IA), Joint E911
Service Board
Pope, Jerry
Randolph Central School District (NY)
RE/MAX LLC
Reeder, Carl
Rhode Island, State of, Phone Recovery
Services
Richard, Shipley,
Rodgers, Jim
Rofaeilnakhal, Melad L.
Rover Pipeline LLC
SAETEC Inc.
Shelton, Ricky
Sherrie, Shipley
Simon's Agency Inc.
Sisvel International SA
Skiffington, Tom
Tindle, Bobbie
Tutty
University of Texas Health Science Center,
University Staff Advisory Council
Utiliquet LLC
Velazquez, Shayla
Warner Music Group Inc.
Washington Street Holdings
Washington, County of (PA)
Webster, Jody
Westmoreland, County of (PA)
Williams, Tyler Kieron
Yadegarian
York, County of (PA)

SCHEDULE 1(m)

Professionals

AlixPartners
Davis Polk & Wardwell LLP
Evercore Group
Houlihan Lokey Inc.
Milbank LLP
Morrison & Foerster LLP
Paul Weiss Rifkind Wharton & Garrison LLP
Perella Weinberg Partners LP
Robbins Russell Englert Orseck Untereiner & Sauber LLP
Rothschild & Co.
Shearman & Sterling LLP

SCHEDULE 1(n)

Surety Issuers

Argonaut Insurance Co.
Aspen Insurance Co.
Berkley Insurance Co.
RFI Insurance Co.

SCHEDULE 1(o)

Top 50 Creditors

Accedian Networks Inc.
Actiontec Electronics
Actiontec Electronics Inc.
ADTRAN Inc.
AT&T Corp.
AT&T Inc.
AT&T Pro Cabs
BellSouth LLC
BellSouth Pro Cabs
CBRE Group Inc.
CBRE Inc.
Centurylink Communications LLC
CenturyLink Inc.
Charter Communications Inc.
Ciena Corp.
Comcast Corp.
Commscope Technologies LLC
Comsys Information Technology Services
Inc.
Conduent Commercial Solutions LLC
Cox Communications Inc.
Duke Energy Corp.
Element Financial Corp.
Ensono LP
Equinix Inc.
Exclusive Networks USA
Fast Track Construction Corp.
Fast Track Construction LLC
Fibertech Networks LLC
Forsythe Solutions Group Inc.
Frontier Communications Corp.
General Datatech LP
Globe Communications Inc.
Housley Communications Inc.
Infinera Corp.
LEC Services Inc.
Level 3 Communications Inc.
Level 3 Communications LLC
Lightower Fiber Networks
Metaswitch Networks
Metaswitch Networks Ltd.
Microsoft Corp.

Mitel Technologies Inc.
MP Nexlevel LLC
Output Services Group Inc.
Prodapt Solutions
Prodapt Solutions Pte. Ltd.
Qwest Corp.
T3 Wireless Inc.
Tata Consultancy Services Ltd.
Time Warner Cable
Time Warner Cable LLC
Trawick Construction Co.
Trawick Construction Co. Inc.
Triple D Communications
Triple-D Communications LLC
TW Telecom Inc.
US Bank NA
USIC Inc.
USIC LLC
Velocloud Networks Inc.
Verizon
Verizon Communications Inc.
Zayo Group Holdings Inc.

SCHEDULE 1(p)

Unions

Communications Workers of America

International Brotherhood of Electrical Workers

SCHEDULE 1(q)

Vendors

10005 Monroe Road LLC	Avalara Inc.
14 So Williamsport Holdings LLC	Avaya Inc.
1450 Center Point Office LLC	Axia NGNetworks USA Inc.
151 MLK Blvd. LLC	Bandwidth Inc.
1814 W Tacoma St LLC	Bank of America Corp.
3M Telecom Products Division	BDC Group, The
401 North Broad Lessee LLC	Bellsouth LLC
A Meredith Schneider Co. LLC	Bellsouth Pro Cabs
Accedian Networks Inc.	Blackall Mechanical Inc.
Acquire BPO Inc.	Bloomtek LLP
Actiontec Electronics Inc.	Blue Sky Telecommunication Ltd.
ADTRAN Inc.	BlueStream Professional Services LLC
Advanced Data & Telecom Solutions LLC	Bond Schoeneck & King PLLC
Advanced Media Technologies Inc.	Brightlink Communications LLC
AFL Telecommunications LLC	Broadsoft Inc.
Air Force One Inc.	Btc Block 20 Partnership LP
Akinnovate	Burwood Group Inc.
Alaska Communications	Byers Engineering Co.
Alcatel-Lucent SA	CA Inc.
Alex Park South LLC	Cablemasters Construction Inc.
All Access Telecom Inc.	Cablevision Lightpath Inc.
Alliance Communications Cables Inc.	Calix Inc.
Alliant Energy Corp.	Capgemini US LLC
Allied Universal	CareerBuilder LLC
Alpha Technologies Ltd.	Carrier Services Group Inc.
Alpheus Communications LP	CBRE Inc.
Altec Capital Services LLC	CCI Systems Inc.
Amazon Web Services Inc.	CenturyLink Communications LLC
Ameren Corp.	Centurytel Service Group LLC
American Electric Power Co. Inc.	Cequel Communications LLC
Amicalola EMC	Cetrulo LLP
Apex Advertising Inc.	Challenger Gray & Christmas Inc.
AppDirect Canada Inc.	Charles Industries Ltd.
AppliedLogix LLC	Charter Communications Inc.
Aptitude Software Inc.	Charter Fiberlink LLC
Associated Tele Networking Inc.	China Telecom (Americas) Corp.
AT&T	CHR Solutions Inc.
AT&T Pro Cabs	CIENA Communications Inc.
Atlantic Broadband Finance LLC	Cincinnati Bell Inc.
Atlassian Pty Ltd.	Cisco Systems Capital Corp.
Audiocodes Ltd.	Clearfield Inc.
Aureon	Colo Properties Atlanta LLC
Automatic Protection Systems Corp.	

Columbia North Carolina Morrocroft Office
Properties LLC
Column Technologies Inc.
Comcast Phone LLC
Commercial & Residential Services
CommScope Technologies LLC
Communication Data Link LLC
Communication Services Inc.
Comsearch Inc.
Comsys Information Technology Services
Inc.
Concentrix Corp.
Conduent Commercial Solutions LLC
Consolidated Communications Holdings
Inc.
Consolidated Fire Protection
Construction Specialists Ltd.
Cornerstone Communications Inc.
Corning Cable Systems LLC
Cox Communications Inc.
Cox Media Group Inc.
Creation Technologies LP
Credit Solutions LLC
CreditGUARD of America
Crestmark Equipment Finance Inc.
Crown Castle USA Inc.
Custom Underground Inc.
Cygnus Systems Inc.
Cyient Inc.
DAR Enterprises LLC
Datalink Corp.
Datatrend Technologies Inc.
Dell Computer Corp.
Dell EMC
Dickson Flake Partners Inc.
Digital Greenspoint LP
DISH Network Corp.
Dispatch Inc.
DMH Technologies Inc.
DQE Communications LLC
Draftpros Inc.
Duff & Phelps LLC
Duke Energy Corp.
E&M Communications Inc.
East Central Oklahoma Electric Coop Inc.
Eleven Software Inc.

Elite HVAC Services LLC
Elite Technologies & Communications Inc.
Elk Property Management Ltd.
Empirix Inc.
En Pointe Technologies Sales Inc.
EnerSys
Ensono LP
Entergy Corp.
Enterprise Fleet Management Inc.
enVista LLC
Epes Logistics Services Inc.
Equifax Information Services
Equinix Inc.
Equinox Information Systems
Ernst & Young LLP
Exclusive Networks USA
Extensity
Fairpoint Communications Inc.
Fast Track Construction LLC
Fedex Corp.
Fiberlight LLC
Fibertech Networks LLC
Fidelity Information Services LLC
Firstlight Consulting Group Corp.
Flex Data Center LLC
Fluke Networks Inc.
Forrester Research Inc.
Forsythe Solutions Group Inc.
Fox Sports North
FPL
FPL Fibernet Holdings LLC
Frontier Communications Corp.
Frontier Telephone of Rochester Inc.
Fujitsu Network Communications Inc.
Fusion Risk Management Inc.
Future Telecom
G&L Utility Contractors Inc.
Gainesville Regional Utilities
Galleria Partners 1 LLC
GE Power Electronics Inc.
Gen5 Corp.
General Cable Corp.
General Datatech LP
General Dynamics Information Technology
Inc.
Georgia 811

Georgia Public Web Inc.
Gibson Technical Services Inc.
GLM DFW Inc.
Global Capacity
Global Crossing Telecommunications Inc.
Global Telecom & Technology Americas Inc.
GlobalLogic Inc.
Globe Communications Inc.
Granite Telecommunications LLC
Gray Television Group Inc.
Graybar Electric Co. Inc.
Greenberg Traurig LLP
Greenville Office Supply Co.
Greenville, City of (SC)
Greenville, City of (TX)
GTT Communications Inc.
Guaranteed Systems Inc.
H5 Capital-Atlanta LLC
Habersham Electric Membership Corp.
Hancock Reit Proscenium LLC
Henderson Services LLC
Henkels & McCoy Inc.
Hinduja Global Solutions Inc.
Hood Business Park LLC
Hostopia.com Inc.
Housley Communications Ltd.
Hubbell Premise Wiring Inc.
Hugh O'Kane Electric Co. Inc.
IBM Corp.
Impact Telecom Inc.
INCOMPAS
Infinera Corp.
Infor Global Solutions Inc.
Ingram Micro Inc.
Innovative Information Technologies Inc.
Insight Direct USA Inc.
Integrity Locating Services LLC
Inteleservices Inc.
Inteliquent Inc.
Interactive Communications International Inc.
Inter-Commercial Business Systems Inc.
Inteserra Consulting Group Inc.
Intradiem Inc.

Iron Mountain Information Management LLC
ITC Service Group Inc.
Jackson Electric Membership Corp.
JDH Contracting Inc.
Johnson Controls International PLC
Juniper Networks (US) Inc.
K&W Underground Inc.
KCH Trucking LLC
KCI Telecommunications LLC
Kentucky Utilities Co.
KGPCo
Kirshenbaum Bond Senecal & Partners LLC
Klaasmeyer Construction Co. Inc.
Knoah Solutions Inc.
Kosse Partners I LLC
KPMG LLP
KPP III CCT LLC
LEC Services LLC
Level 3 Communications LLC
Lexington-Fayette, County of (KY), Urban Government
Lighttower
Lighttower Fiber Networks II LLC
Lincoln Electric System
Lincoln, City of (NE) Treasurer
LinkedIn Corp.
LivePerson Inc.
LiveRamp Holdings Inc.
Lockton Cos. LLC
Low Co.
Luffman-Byers Telecom Inc.
Lumos Fibernet Inc.
MacLean Senior Industries LLC
Maloney, Gregory
Markley Boston LLC
MaveriConsulting LLC
McAfee Inc.
MCC Telephony LLC
MCI Inc.
MCI Worldcom
Mediacom Communications Corp.
Medlogix LLC
Metaswitch Networks Ltd.
Michels Corp.
Microsoft Licensing GP

Mimecast North America Inc.
Mission Technology Group LLC
Missouri Network Alliance LLC
Mitel Networks Corp.
Mitsubishi UFJ Lease & Finance (USA) Inc.
MNM Group Inc.
MP Nexlevel LLC
Mpower Communications Corp.
Multi-Management Services Inc.
Mydevices Inc.
Nasdaq Corporate Solutions LLC
National Strand Products Inc.
Nave Communications Co.
Nespon Inc.
Netgen Inc.
Network Supply Services Inc.
Networkfleet Inc.
Neustar Inc.
New Venture Telecommunication Services
Inc.
New York, State of, Development Authority
of the North County
Nichols Construction LLC
Niels Fugal Sons Co. LLC
Nieman Printing Inc.
Nitel Inc.
North Coast Conduit LLC
Norton Rose Fulbright
Novacoast Inc.
NuArx Inc.
OFS Fitel LLC
Olameter DPG LLC
Omaha Public Power District
Onesource Building Technologies, Inc.
Optelian Access Networks Corp.
Optical Communications Group
Optiv Security Inc.
Oracle America Inc.
ORR Protection Systems Inc.
OSI Hardware Inc.
Output Services Group Inc.
Overture Networks Inc.
PalmettoNet Inc.
Panther Real Estate LLC
PC Mall Sales Inc.
Pearce Services LLC

Peerless Network Inc.
Pente Consulting Group LLC
PHH Arval
Phoenix Communications Inc.
Pics Telecom Corp.
Piedmont 5 Wall Street Burlington LLC
Pinnacle Property Holdings LLC
Pivotal Global Capacity LLC
Positron Access Solutions Inc.
Power & Telephone Supply Co. Inc.
PowerPlan Inc.
Precision Utilities Group Inc.
Pricewaterhouse Coopers LLP
ProCom Consulting LLC
Prodapt North America Inc.
Prospect Communications Inc.
QTS Services Suwanee II LLC
Quad Investments 3000 LLC
Quarry Integrated Communications Inc.
Quickbase Inc.
Qwest Communications International Inc.
Radiant Communications Corp.
Rainbow Technology Corp.
Ramtech Software Solutions Inc.
RaRa Telecom Supply Inc.
Razorsight Corp.
Receivable Management Services LLC
Receivables Performance Management LLC
Regulus Group LLC
Resolve Systems LLC
RESPEC
Rincon Technology
Road America Motor Club Inc.
Rogers Promotional Marketing
RoundTower Technologies LLC
Rowe Line Construction Inc.
RTS Inc.
RXR SL Owner LLC
S&S Communications Inc.
SaaSafra LLC
Sailpoint Technologies Inc.
Salesforce.com Inc.
Scansource Catalyst Inc.
ScanSource Inc.
ScanSource Security Distribution Inc.
Schellman & Co. LLC

Seneca Building Partners LLC
Sequential Technology International LLC
Set Solutions Inc.
SHI International Corp.
Sho-Me Technologies LLC
Sidera Networks Inc.
Sigma Systems Canada LP
SITEL Corp.
SkyCreek Corporation
Somos Inc.
Southern California Edison Co.
Southern Company Services Inc.
Southern Light LLC
Spectrotel Inc.
SportSouth Network LLC
Sprinklr Inc.
Sprint Corp.
Star Construction LLC
STCC Assistance Corp.
Suntrust Equipment Finance & Leasing
Corp.
Superior Essex Inc.
Swampfox Technologies Inc.
SWVP Orlando Office LLC
Synacor Inc.
SYNNEX Corporation
Synoptek LLC
T&M Investors VI LLC
T3 Wireless Inc.
Talk America Services LLC
Tata Consultancy Services Ltd.
TDS Metrocom LLC
Team SI
Tech Americas USA Inc.
Tech Mahindra Ltd.
TEGNA Inc.
Telcom Construction Inc.
Telecordia Technologies Inc.
TeleDynamics Communications Service
Corp.
Telepacific Communications
TelStrat LLC
Telx Chicago Lakeside LLC
Templar Inc.
Tesinc LLC
Texas Excavation Safety System Inc.

TGT Maitland II LLC
TH Construction Inc.
Thomas & Betts Corp.
Thomson Reuters Tax & Accounting Inc.
TIBCO Software Inc.
TierPoint LLC
Tierpoint Midwest LLC
TII Network Technologies Inc.
Tim Simmons Electric Inc.
Time Warner Cable LLC
Time Warner Telecom Inc.
TMI Solutions
TNS Inc.
Tollgrade Communications Inc.
Touchwood Technologies Inc.
Tower On Main LLC
TPUSA, Inc.
TPUSA-FHCS Inc.
Transaction Network Services Inc.
Transtelco Inc.
Trawick Construction Co. Inc.
Tri Tower Telecom Corp.
Triple-D Communications LLC
True Office Learning Inc.
Tularosa Basin Telephone Co.
Tulsat Corp.
Turnkey Network Solutions Inc.
TVC Albany Inc.
TW Telecom Inc.
TWC Fifty-eight Ltd.
Twin City Printing & Litho Inc.
Tyco Integrated Security LLC
United States Postal Service
US Signal Co. LLC
USIC Locating Services LLC
Utah Telecommunication Open
Infrastructure Agency
Utili-Link Inc.
UtiliQuest LLC
V2 Technology LLC
Velocity Technology Solutions III Inc.
Velocloud Networks Inc.
Verizon
Vertex Inc.
VIAVI Solutions Inc.
Vitria Technology Inc.

Voice Plus Ltd.
VTech Communications Ltd.
West Ninth Street Associates LP
West Safety Services Inc.
Westell Technologies Inc.
Western Union Financial Services Inc.
Westworld Telecom Corp.
Wilcon Depot Inc.
William Ziering Trust
Willis Towers Watson
Windstream Georgia LLC
Winncom Technologies Corp.
Wireless Services Center LLC
Worldwide Supply LLC
WOW! Internet Cable & Phone
Xerox Corp.
XO Communications LLC
Xtech Gear Inc.
Zayo Group LLC
Zoom Video Communications Inc.

SCHEDULE 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
3M Telecom Products Division	3M Company	Current
ABRY Partners LLC	ABRY Advanced Securities Fund	Current
	ABRY Advanced Securities Fund II	Current
	ABRY Advanced Securities Fund III	Current
	ABRY Heritage Partners	Current
	ABRY Heritage Partners Co-Investment Fund	Current
	ABRY Investment Partnership, L.P.	Closed
	ABRY Investment Partnerships	Current
	ABRY Mezzanine Partners	Current
	ABRY Partners II, LLC	Current
	ABRY Partners IV	Current
	ABRY Partners V	Current
	ABRY Partners VI	Current
	ABRY Partners VII	Current
	ABRY Partners VII Co-Investment Fund	Current
	ABRY Partners VIII	Current
	ABRY Partners VIII Co-Investment Fund	Current
	ABRY Senior Equity Co-Investment Fund	Current
	ABRY Senior Equity Co-Investment Fund III, L.P.	Closed
	ABRY Senior Equity II	Current
	ABRY Senior Equity II-A	Current
	ABRY Senior Equity III	Current
	ABRY Senior Equity III Co-Investment Fund	Current
	ABRY Senior Equity III, L.P.	Closed
	ABRY Senior Equity IV	Current
	ABRY Senior Equity IV Co-Investment Fund	Current
	ABRY Senior Equity V	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	ABRY Senior Equity V Co-Investment Fund ABRY V Affiliated Partners Royce Yudkoff	Current Current Current
Acadian Asset Management LLC Barrow Hanley Mewhinney & Strauss LLC	Campbell Global, LLC	Current
Accedian Networks Inc.	Sander M. Levy	Current
AIG Global Real Estate SunAmerica Asset Management LLC	Varagon Capital Partners	Closed
Alix Partners	Galvaude Private Investments Inc. Ivory Private Investments Inc. PSP Investments Canada Inc. PSP Investments Credit USA LLC PSP Investments Holding USA LLC PSP Investments USA LLC Public Sector Pension Investment Board	Closed Closed Closed Closed Closed Closed Current
Alix Partners	Investcorp Jeff Ubben	Closed Current
Alix Partners	Caisse de dépôt et placement du Québec	Current
AllianceBernstein LP AXA XL Insurance	AB Commercial RE Debt Series 1-A AB Commercial RE Debt Series 1-B AB Commercial RE Debt Series 1-C AB Institutional Series AB Institutional Series B AB Institutional Series C AXA REIM SGP	Current Current Current Current Current Current Current
Allied Universal	Warburg Pincus Warburg Pincus Asia LLC Warburg Pincus, LLC WP Financial L.P. WP Re Cayman Limited	Closed Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Allstate Insurance	Allstate Insurance Company	Current
	Allstate Insurance Holdings LLC	Closed
	Allstate Investments	Closed
	Esurance Insurance Services, Inc.	Closed
	The Allstate Corporation	Closed
Altec Capital Services LLC	Altec, Inc.	Closed
Alvarez & Marsal LLC	A&M Capital Advisors Europe, LLP	Current
	A&M Capital Advisors GP, LLC	Current
	A&M Capital Advisors, LLC	Current
	A&M Capital Advisors, LP	Current
	A&M Capital Europe Partners, LP	Current
	A&M Capital Europe-GP Associates, LP	Current
	A&M Capital Opportunities-GP Associates, LP	Current
	A&M Capital Partners, LLC	Current
	A&M Capital-GP Associates, LP	Current
	A&M Capital-GP Holdings, LP	Current
	Alvarez & Marsal AMCO Partners Fund, LP	Current
	Alvarez & Marsal Capital LLC	Current
	Alvarez & Marsal Capital, LP	Current
	Alvarez & Marsal Fund II, L.P.	Current
	Alvarez & Marsal Inc.	Current
	Alvarez & Marsal Partners Buyout Fund, LP	Current
	Alvarez & Marsal Partners Europe Buyout Fund, LP	Current
	Alvarez & Marsal Partners Europe Fund, LP	Current
	Alvarez & Marsal Partners Fund, LP	Current
	Alvarez & Marsal Partners Opportunities Fund, LP	Current
Alvarez & Marsal Taxand UK LLP	Closed	
AMCO Dutchland, LLC	Current	
Amazon Web Services Inc.	Zappos.com, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
American Century Investment Management Inc. Nomura Holding America Inc.	David Findlay John P. Graham John T. McCarthy Jonathan Thomas N. Dante Larocca Nathan Gorin Nomura Asset Acceptance Corporation Nomura Corporate Funding Americas, LLC Nomura Credit & Capital, Inc. Nomura Holding America, Inc. Nomura Home Equity Loan, Inc. Nomura International (Hong Kong) Limited Nomura Securities International, Inc.	Current Current Current Current Current Current Current Current Current Current Current Current Current
Amundi Pioneer SG Americas Securities LLC	SG Americas Securities, LLC	Closed
Amundi Pioneer	Crédit Agricole Corporate and Investment Bank Credit Agricole S.A.	Current Closed
Analytic Investors LLC Wells Capital Management Inc. Wells Fargo & Co. Wells Fargo Advisors Wells Fargo Bank NA Wells Fargo Securities LLC	EnerVest Wachovia Co-Investments Partnership, L.P. NEC IX, LLC NEC VIII, LLC Norwest Equity Capital, LLC Norwest Equity Partners VIII, LP Norwest Venture Partners Norwest Venture Partners VI-A, LP Norwest Venture Partners VII-A, LP Norwest Venture Partners VIII, LP Wachovia Capital Partners Secondary Fund I, LP Wachovia Holdings Corporation Wachovia Investors, Inc. Wachovia Securities, LLC	Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Wells Fargo & Company Wells Fargo Bank, N.A. Wells Fargo Central Pacific Holdings, Inc. Wells Fargo Securities LLC WFC Holdings Corporation	Closed Closed Closed Closed Closed
Anchorage Capital Group	Anchorage Capital Europe LLP Anchorage Capital Group	Closed Closed
Apollo Capital Management LP Aspen Insurance Co. Aspen Insurance Holdings Ltd. CareerBuilder LLC West Safety Services Inc.	AEPF III 34 S.à r.l. Apollo Global Management, LLC Apollo Investment Management Apollo Management International LLP Marc Rowan Martin Kelly MidCap Financial Services, LLC West Corporation	Current Current Closed Current Current Current Current Current
AQR Capital Management LLC	AQR Capital Management Group GP LLC AQR Capital Management Group LP AQR Capital Management, LLC	Current Current Current
Argonaut Insurance Co.	Argo Group International Holdings, Ltd.	Closed
AT&T Inc. AT&T Pro Cabs AT&T Services Inc. BellSouth LLC BellSouth Pro Cabs	AT&T Corp. AT&T Inc. AT&T Intellectual Property II L.P. AT&T Intellectual Property LLC AT&T Services, Inc. DIRECTV Customer Services, Inc. DIRECTV Enterprises, LLC DIRECTV Group Holdings, LLC DIRECTV Holdings LLC DIRECTV Merchandising, Inc. DIRECTV Operations LLC DIRECTV Sports Network LLC DIRECTV Sports Networks, LLC	Current Current Current Current Current Closed Current Current Current Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	DIRECTV, LLC	Current
	Teleport Communications of America, LLC	Current
	The DIRECTV Group, Inc.	Current
Atlantic Broadband Finance LLC	Acquisitions Cogeco Cable II LP	Current
	Atlantic Broadband Finance, LLC	Current
	Cogeco Cable, Inc.	Current
Atlassian Pty Ltd.	Atlassian, Inc.	Current
Avaya Inc.	Avaya Inc.	Current
AXIS Insurance Co.	Integrados de Servicios Petroleros Oro Negro, S.A.P.I. de C.V.	Closed
Bain Capital Credit	Bain Capital Beteiligungsberatung GmbH	Closed
	Bain Capital Credit (Asia), LLC	Current
	Bain Capital Credit, L.P.	Current
	Bain Capital Credit, Ltd.	Current
	Bain Capital Double Impact	Current
	Bain Capital Europe, LLC	Current
	Bain Capital Everest Manager Holding, S.C.A.	Closed
	Bain Capital Everest Manager S.a.r.l.	Closed
	Bain Capital Investors, LLC	Current
	Bain Capital Private Equity (Asia), LLC	Current
	Bain Capital Private Equity (Europe), LLP	Current
	Bain Capital Private Equity, LP	Current
	Bain Capital Public Equities	Current
	Bain Capital Public Equity, LP	Closed
	Bain Capital Rise Education (HK) Limited	Current
	BC Investments X Limited	Current
	BCPE Max Dutch Bidco B.V.	Current
	BCPE Seminole Holdings LP	Current
	Fox (BC) B.V.	Current
	Neo (BC) SpA	Closed
	Neo (BC) Topco Limited	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Stephen Zide	Current
Bank of America Corp. Bank of America Merrill Lynch (US)	BA Capital Company, L.P.	Former
	Banc of America Capital Investors SBIC, L.P.	Former
	BancAmerica Capital Investors SBIC II, L.P.	Former
	BancBoston Ventures, Inc.	Former
	Bank of America Capital Investors	Former
	Bank of America Corporation	Former
	Bank of America Merrill Lynch	Current
	Bank of America Ventures	Former
	Bank of America, N.A.	Current
	Bank of America, N.A., Beijing Branch	Closed
	Benjamin Klein	Current
	Continental Illinois Venture Corporation	Former
	Debby Presser	Closed
	Heng Qu	Closed
	Merrill Lynch (Asia Pacific) Limited	Closed
	Merrill Lynch Capital Services, Inc.	Closed
	Merrill Lynch Credit Products, LLC	Closed
	Merrill Lynch Far East Limited	Closed
	Merrill Lynch, Pierce, Fenner & Smith, Inc.	Current
Barbican Group Holdings Ltd. Carlson Capital LP	Carlson Capital, L.P.	Closed
Barclays Capital Inc.	Barclays	Current
	Barclays Bank plc	Closed
	Barclays Capital	Closed
	Barclays Capital Inc.	Closed
Beach Point Capital Management LP	Beach Point Capital Management LP	Current
BlackRock Financial Management Inc. BlackRock Institutional Trust Co. NA	BlackRock Financial Management Inc.	Current
	Mark B. Florian	Current
	Patrick C. Eilers	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
BlueMountain Capital Management LLC	BlueMountain Capital Management L.P.	Current
BNY Mellon Asset Management	Alcentra Limited BNY Mellon Capital Markets, LLC	Closed Closed
Broadsoft Inc. Cisco Systems Capital Corp.	Cisco Consumer Products LLC Cisco Systems, Inc. Madhav Marathe Sanjib HomChaudhuri Sudhir Rao	Current Current Current Current Current
Cablevision Lightpath Inc. Cequel Communications LLC	Cablevision Systems Corporation Cequel Communications, LLC CSC Holdings Company CSC Holdings, LLC Neptune Holding US Corp.	Current Closed Current Current Closed
CareerBuilder LLC	Ontario Teachers Pension Plan (Asia) Limited Ontario Teachers' Pension Plan Board	Current Current
CarVal Investors LLC	CarVal Investors LLC CI EREP OC II LLC CVI EREP OC I LLC CVI EREP OC III LLC CVI Europe Real Estate Partners CVI Luxembourg Fifteen Sarl CVI Outer London LP (Cayman) CVI Outer London, L.P. Roundwood Five Sarl	Current Current Current Current Current Closed Current Current Closed
Caspian Capital LP	David Corleto	Current
CBRE Group Inc. CBRE Inc.	CBRE Global Investors, Inc. Kelly Silverman UST-CB Partners, L.P.	Current Closed Current
Charter Communications Inc. Charter Fiberlink LLC Time Warner Cable	Charter Communications Holdings, LLC Charter Communications Operating, LLC Charter Communications, Inc. Charter Communications, LLC Charter Fiberlink - Missouri, LLC	Current Current Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Spectrum Management Holding Company, LLC	Current
	Time Warner Cable Inc.	Current
	Time Warner Cable Information Services (Kansas), LLC	Current
	Time Warner Cable LLC	Current
	Time Warner Entertainment Company, L.P.	Current
	Time Warner Entertainment-Advance/Newhouse Partnership	Current
	TWC Communications, LLC	Current
Citadel Enterprise Americas LLC	Citadel LLC	Current
	Citadel Securities, LLC	Current
Citi Investment Research (US)	Citibank	Current
Citibank	Citicorp	Current
Citibank NA	Citicorp Mezzanine III, L.P.	Current
	Citigroup Global Markets Asia Limited	Current
	Citigroup Global Markets Inc.	Current
	Citigroup Global Markets Ltd.	Closed
	Citigroup Inc.	Current
CNA Insurance Cos.	Consolidated Container Company	Current
	Continental Casualty Company	Current
	Kevin Leidwinger	Former
Comcast Corp.	DreamWorks Animation SKG, Inc.	Closed
Comcast Phone LLC	Hulu LLC	Current
Commerce Bank	Commerce Bancshares, Inc.	Current
	Commerce Bank	Current
Consolidated Fire Protection	ICG Europe Fund V Jersey Limited	Closed
	ICG Europe Fund VI Jersey Limited	Closed
	Intermediate Capital Group plc	Closed
Corning Cable Systems LLC	Corning Cable Technology Systems, Inc.	Current
	Corning Inc.	Current
	Corning Optical Communications LLC	Current
Cox Communications Inc.	NextGear Capital, Inc.	Current
Cox Media Group Inc.		

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Credit Suisse Asset Management LLC Credit Suisse Securities (USA) LLC	Credit Suisse Credit Suisse (Hong Kong) Limited Credit Suisse AG Credit Suisse AG, Executive Board Credit Suisse Group AG Credit Suisse Group AG, Executive Board Credit Suisse International Credit Suisse Securities (Europe) Limited Credit Suisse Securities (USA) LLC Credit Suisse Securities Europe Ltd.	Closed Current Current Current Current Current Current Closed Current Closed
Crown Castle Fiber LLC Crown Castle USA Inc. Fibertech Networks LLC Lighttower Fiber Networks Lighttower Fiber Networks II LLC Sidera Networks Inc.	Crown Castle NG Networks Inc.	Former
CTC myCFO LLC	BMO Capital Markets	Closed
CVC Capital Partners Ltd.	CVC Advisers Limited CVC Asia Pacific Limited CVC Capital Partners Advisory (U.S.) Inc. CVC Capital Partners Asia III Limited CVC Capital Partners Asia Pacific III CVC Capital Partners Asia Pacific III L.P. CVC Capital Partners Asia Pacific III Parallel Fund A, L.P. CVC Credit Partners, LLC CVC European Equity Partners IV (A) L.P. CVC European Equity Partners IV (B) L.P. CVC European Equity Partners IV (C) L.P.	Current Closed Closed Closed Closed Closed Closed Current Closed Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	CVC European Equity Partners IV (D) L.P.	Closed
	CVC European Equity Partners IV (E) L.P.	Closed
	CVC European Equity V Limited	Current
Delaware Investments	Green Bermuda Holdings Ltd.	Closed
	Macquarie Agricultural Funds Management Limited	Current
	Macquarie Atlas Roads International Limited	Closed
	Macquarie Atlas Roads Limited	Closed
	Macquarie CAF LLC	Current
	Macquarie Capital Group Limited (U.K. Branch)	Current
	Macquarie Capital Hong Kong Limited	Closed
	Macquarie Capital USA Inc.	Current
	Macquarie Crop Partners Feeder, L.P.	Current
	Macquarie Crop Partners, L.P.	Current
	Macquarie Group Investments (UK) No. 2 Limited	Current
	Macquarie Holdings (U.S.A.) Inc.	Current
	Macquarie Infrastructure & Real Assets (Europe) Limited	Current
	Macquarie Infrastructure and Real Assets Inc.	Current
	Macquarie Infrastructure and Real Assets Mexico, SA de CV	Current
	Macquarie Infrastructure and Real Assets, Inc.	Current
	Macquarie Infrastructure Management (Asia) Pty Limited, Singapore Branch	Current
	Macquarie Infrastructure Partners II GP, LLC	Closed
	Macquarie Infrastructure Partners III, L.P.	Current
	Macquarie Infrastructure Partners	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Inc. Macquarie Infrastructure Partners IV, L.P. Macquarie New York Parking 2, LLC MIP IV ECI (AIV), L.P. MIRA Americas Inc. MQA 125 Holdings, Inc. MQA Holdings (US) LLC MQA Indiana Holdings LLC	Current Closed Current Current Closed Closed Closed
Deutsche Asset Management (UK) Ltd. Deutsche Asset Management Americas	DB U.S. Financial Markets Deutsche Bank Deutsche Bank AG Deutsche Bank AG, London Branch Deutsche Bank AG, New York Branch Deutsche Bank Americas Holding Corporation Deutsche Bank Securities Inc. Deutsche Bank Trust Company Americas Deutsche Bank Trust Corporation RREEF Management Company	Current Closed Current Closed Current Current Current Current Current Closed
Dispatch Inc.	WeWork Companies Inc.	Current
Duff & Phelps LLC	Brian Ruder Duff & Phelps Corp. Noah Gottdiener Permira Credit Solutions III G.P. Limited	Current Current Current Current
Duke Energy Corp.	Piedmont Natural Gas	Closed
Elliott Management Corp.	Elliott Management Corporation Evergreen Coast Capital Corp.	Closed Former
Empirix Inc.	Empirix Inc. Orlando Bravo Paul Holden Spaht, Jr. Scott Crabill	Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Seth J. Boro	Current
	Thoma Bravo Foundation	Current
	Thoma Bravo LLC	Current
Ernst & Young LLP	Ernst & Young LLP	Closed
	Ernst & Young U.S. LLP	Closed
Evercore Group	Evercore Partners Inc.	Closed
Extensity	Angel Island Capital Management, LLC	Current
Infor Global Solutions Inc.	David C. Dominik	Current
Neustar Inc.	David Thomas	Former
	Golden Gate Capital	Current
	Golden Gate Capital Opportunity Fund, L.P.	Current
	Infor Global Solutions Inc.	Current
	Kenneth James Diekroeger	Current
	Neustar, Inc.	Current
	Prescott Ashe	Closed
	Rachel Masory	Former
	Robert O'Connor Little	Former
Fedex Corp.	FedEx Trade Networks, Inc.	Closed
Forsythe Solutions Group Inc.	Kelso & Company	Current
Fortress Investment Group	Clearwire Corporation	Closed
Sprint Corp.	Daniel N. Bass	Current
	Dean Dakolias	Current
	Fortress Credit Corporation	Current
	Fortress Investment Group	Current
	SB Group US, Inc.	Current
	SB Investment Advisers (UK) Limited	Current
	SB Investment Advisers (US) Inc.	Current
	Softbank Group Corp.	Current
	SoftBank Vision Fund	Current
Fox Sports North	Hulu LLC	Current
SportSouth Network LLC	Twentieth Century Fox Film Corporation	Current
	Twenty-First Century Fox, Inc.	Current
	Walt Disney Company, The	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
FPL	ClearSky Power & Technology Fund I LLC	Closed
FPL Fibernet Holdings LLC	NextEra Energy, Inc.	Closed
Frontier Communications Corp.	Frontier Communications Corporation	Current
Frontier Telephone of Rochester Inc.		
Garrison Investment Group LP	Garrison Investment Group LP GIG Atlanta Galleria PropCo LLC	Current Former
GE Power Electronics Inc.	GE Energy Financial Services GE-Hitachi Nuclear Energy, Inc. General Electric Company Lightfoot Capital Partners	Current Closed Current Closed
GlobalLogic Inc.	GlobalLogic, Inc. Odessa Topco Corp.	Current Closed
GoldenTree Asset Management	GoldenTree Asset Management UK LLP GoldenTree Asset Management, L.P	Closed Closed
Goldman Sachs & Co. Inc.	Aavid Thermalloy Goldman Sachs Goldman Sachs (Asia) LLC Goldman Sachs Asset Management International Goldman Sachs MB Services Limited Goldman Sachs Trust Company of Delaware	Former Current Current Current Closed Current
Hayfin Capital Management LLP	British Columbia Investment Management Corporation QuadReal Property Group Limited Partnership	Current Current
HBK Investments LP	HBK Capital Management	Current
HCC Insurance Holdings Inc.	HCC Insurance Holdings, Inc. HCC Life Insurance Company HCC Specialty Insurance Company HCC Specialty Underwriters, Inc. Houston Casualty Company Professional Indemnity Agency, Inc.	Current Current Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Highland Capital Management LP	Highland Europe (UK) LLP	Current
	Highland Europe Technology Growth II Limited Partnership	Current
	Highland Europe Technology Growth III Limited Partnership	Current
	Highland Europe Technology Growth Limited Partnership	Current
Houlihan Lokey Inc.	Houlihan Lokey EMEA, LLP	Current
HSBC Bank plc	HSBC Alternative Investments Limited	Closed
	HSBC Bank USA, N.A.	Closed
	HSBC Corporate Finance (Hong Kong) Limited	Closed
	HSBC Finance Corporation	Closed
	HSBC Holdings plc	Current
	HSBC Securities (USA) Inc.	Closed
	The HongKong and Shanghai Banking Corporation Limited	Closed
IBM Corp.	David C. Chaffetz	Current
	IBM Canada Ltd.	Current
	IBM Corporation	Current
	IBM Credit, LLC	Closed
Impact Telecom Inc.	Jeffrey A. Weber	Closed
	York Capital Management	Current
	York Capital Management Europe (UK) Advisor LLP	Current
Ingram Micro Inc.	HNA Technology Investments Holdings, Limited	Closed
Inteliquent Inc.	Benjamin J. Daverman	Current
	Brian C. Gornick	Current
	Christian B. McGrath	Current
	Constantine S. Mihas	Current
	GTCR Fund VI, L.P.	Closed
	GTCR Partners VI, L.P.	Current
	GTCR, LLC	Current
	Inteliquent	Closed
	Josh M. Earl	Former
	Lawrence C. Fey, IV	Closed

[illegible]

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Paymentech, LLC Whitney Cook	Current Closed
KCC LLC	Computershare Holdings Inc. Computershare Inc. Computershare Limited Specialized Loan Servicing Holdings LLC Specialized Loan Servicing LLC	Closed Closed Closed Closed Closed
Kentucky Utilities Co.	Kentucky Utilities Co. LG&E and KU Energy LLC	Current Current
KeyBank	KeyBanc Capital Markets Inc.	Current
KPMG LLP	KPMG (HK) KPMG (Ireland) KPMG Auditores, S.L. KPMG International Cooperative KPMG Law Firm KPMG LLP KPMG LLP (Canada)	Current Current Current Current Current Current Current
LivePerson Inc.	Contact at Once Limited Contact at Once!, LLC Engage Pty Ltd. Kasamba, Inc. Kasamba, Ltd. Kato Acquisition Sub, Inc. LivePerson (UK) Limited LivePerson Australia Holdings Pty Ltd. LivePerson Australia Pty Ltd. LivePerson France SARL LivePerson Germany GmbH LivePerson Italy SRL LivePerson Japan K.K. LivePerson LLC LivePerson Ltd. LivePerson Netherlands B.V. LivePerson Singapore Pte. Ltd. LivePerson, Inc. LP IP Holdings LLC	Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	LPSN International C.V. Proficient Systems, Inc.	Current Current
M&T Bank	Wilmington Trust SP Services (Frankfurt) GmbH	Closed
Wilmington Trust NA	Wilmington Trust-London Limited	Current
Markel Corp.	Markel Corporation	Current
	Markel Ventures, Inc.	Current
McAfee Inc.	TPG Asia VI SF Pte. Ltd.	Current
	TPG Capital	Current
	TPG China Limited	Current
	TPG Europe	Current
	TPG Global, Inc.	Current
	TPG Global, LLC	Current
	TPG Growth, LLC	Current
	TPG RE II Arlington SPV I, Limited Partnership (PEI)	Current
	TPG RE II Arlington SPV II, Limited Partnership (PEI)	Current
	TPG RE II Arlington SPV III, Limited Partnership (PEI) (2)	Current
	TPG Real Estate	Current
	TPG Real Estate Partners II, LP	Current
	TPG Sixth Street Partners, LLC	Current
	TPG Star VPSI, L.P.	Current
MCI Worldcom	GTE Wireless	Closed
Networkfleet Inc.	MCI Communications Services, Inc.	Closed
Verizon	Verizon Business Global LLC	Closed
XO Communications LLC	Verizon Communications Inc.	Current
	Verizon Enterprise Solutions, LLC	Closed
	Verizon New England, Inc.	Closed
	Verizon New York, Inc.	Closed
	Verizon North Inc.	Closed
	Verizon North Inc. - PA	Closed
	Verizon Pennsylvania Inc.	Closed
	Verizon Washington, D.C., Inc.	Closed
Metaswitch Networks	Metaswitch Networks Ltd.	Current
	Sequoia Capital	Current
Metaswitch Networks	Francisco Partners IV, L.P.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Francisco Partners IV-A, L.P. Francisco Partners Management, L.P.	Current Current
	Metaswitch Networks Ltd.	Current
Millennium Management LLC	Millennium Management LLC	Closed
Mitel Networks Corp.	Oliver Haarmann	Closed
Mitel Technologies Inc.	Searchlight Capital Partners, L.P.	Current
MSD Capital LP	MSD Partners, L.P.	Current
Nationwide Mutual Insurance Co.	Nationwide Life Insurance	Closed
	Nationwide Mutual Insurance Company	Current
	Veterinary Pet Insurance Company	Current
Neuberger Berman Group LLC	Capital Analytics II LLC	Current
	NB Alternative Asset Allocation Advisers LLC	Current
	NB Alternative Fund Management GP LLC	Current
	NB Alternative Fund Management LLC	Current
	NB Alternative Investment Management GP LLC	Current
	NB Alternative Investment Management LLC	Current
	NB Alternatives Advisers LLC	Current
	NB Alternatives Advisors LLC	Current
	NB Alternatives GP (Offshore) Ltd.	Current
	NB Alternatives GP Holdings LLC	Current
	NB Alternatives Holdings LLC	Current
	NB Amerique du Nord Diversifie PE 2007 FP GP LLC	Current
	NB Amerique du Nord Diversifie PE 2007 GP LLC	Current
	NB Co-Investment Associates Cayman GP Ltd.	Current
	NB Co-Investment Associates GP LLC	Current
	NB Crossroads 2010 Fund GP LLC	Current
	NB Crossroads Fund XVII GP LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	NB Crossroads Fund XVIII GP LLC	Current
	NB Emerging Manager GP LLC	Current
	NB Equity Management GP LLC	Current
	NB IN PERF VC Fund GP LLC	Current
	NB Investment Holdings Associates GP LLC	Current
	NB PEP GP Limited	Current
	NB Secondary Fund of Funds Associates LP	Current
	NB Secondary Opportunities Associates GP LLC	Current
	NB Secondary Opportunities Associates II GP LLC	Current
	NB Tangible Assets GP LLC	Current
	NB THL Fund VI Manager LLC	Current
	NB/NJ Investment Fund GP LLC	Current
	NBDOF GP LLC	Current
	NBEH Ltd.	Current
	NBSH Acquisition LLC	Current
	Neuberger Berman AA LLC	Current
	Neuberger Berman Asia Holdings II LLC	Current
	Neuberger Berman Asia Holdings LLC	Current
	Neuberger Berman Asia Limited	Current
	Neuberger Berman Company of Delaware	Current
	Neuberger Berman Europe Holdings II LLC	Current
	Neuberger Berman Europe Holdings LLC	Current
	Neuberger Berman Europe Ltd.	Current
	Neuberger Berman Fixed Income Holdings LLC	Current
	Neuberger Berman Fixed Income LLC	Current
	Neuberger Berman Group LLC	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Neuberger Berman Investment Management Consulting (Shanghai) Co Ltd.	Current
	Neuberger Berman Japan Limited	Current
	Neuberger Berman LLC	Current
	Neuberger Berman Management LLC	Current
	Neuberger Berman Mortgage Opportunity Assoiates Ltd.	Current
	Neuberger Berman Services LLC	Current
	Neuberger Berman Singapore Pte. Ltd.	Current
	Neuberger Berman Trust Company	Current
	Neuberger Berman Trust Holdings LLC	Current
	Neuberger Holdings LLC	Current
New York City, City of (NY)	New York City Commission on Human Rights	Closed
North Carolina, State of, Department of Justice	Philip E. Berger, as a member of the North Carolina State Board of Elections	Closed
	State of North Carolina	Current
	Timothy K. Moore, as a member of the North Carolina State Board of Elections	Closed
Northern Trust Global Investments	50 South Capital Advisors, LLC	Current
Northern Trust Investments Inc.	Northern Trust Fiduciary Services (Guernsey) Limited	Current
NuArx Inc.	One Equity Partners	Current
Nuveen LLC	Teachers Insurance and Annuity Association of America	Closed
Onex Credit Partners LLC	ONCAP Management	Current
	Onex Corporation	Closed
	Onex Partners Manager, L.P.	Closed
Optiv Security Inc.	KKR Asia Limited	Current
	KKR Credit Advisors (US) LLC	Current
	KKR REPA AIV-2, L.P.	Current
	Kohlberg Kravis Roberts & Co. L.P.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Optiv Security Inc.	Current
	Pillarstone Europe LLP	Current
Oracle America Inc.	Oracle America, Inc.	Current
	Oracle Corporation	Current
	Oracle International Corporation	Current
	Oracle USA, Inc.	Current
PanAgora Asset Management Inc.	Sagard Capital Partners, L.P.	Former
Partners Group AG	Constantin Investissement 4 SASU	Current
	Partners Group Administrative Services AG	Closed
	Partners Group AG	Closed
	Partners Group Global Mezzanine 2005 S.C.A., SICAR	Current
	Partners Group Guernsey Limited	Current
	Partners Group Holding AG	Current
	Partners Group Secondary Fund 2002, L.P.	Current
	Partners Group Secondary Fund KG GmbH	Current
	PG Impact Investments AG	Current
PDT Partners LLC	PDT Partners, LLC	Closed
Pennsylvania, Commonwealth of, Office of Attorney General, Bureau of Consumer Protection	Office of the General Counsel of Pennsylvania	Current
Pennsylvania, Commonwealth of, Public Utility Commission	Office of the Governor of Pennsylvania	Current
Pennsylvania, Commonwealth of, Public Utility Commission, Office of Consumer Advocate	Office of the Secretary of State of Pennsylvania	Current
	Pennsylvania Higher Education Assistance Agency	Current
Pension Benefit Guaranty Corp.	2010-1 SFG Venture LLC	Closed
United States, Government of the, Federal Communications Commission	Carmen Villar Prados, as the Executive Director of the Puerto Rico Highways & Transportation Authority	Closed
	Commonwealth of Puerto Rico	Closed
	Eddie Baza Calvo	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Employees' Retirement System of the Government of the Commonwealth of Puerto Rico	Closed
	Government Development Bank of Puerto Rico	Closed
	Government of Guam	Current
	Konstantina Diamantopoulos	Former
	Luis F. Cruz Batista, as Director of the Office of Management and Budget of the Commonwealth of Puerto Rico	Closed
	Puerto Rico Aqueduct and Sewer Authority	Closed
	Puerto Rico Fiscal Agency and Financial Advisory Authority	Closed
	Rep. William Ballard Hurd, as a member of the United States Congress	Closed
	Rick Perry, as former Governor of Texas	Closed
	United States Department of Homeland Security	Closed
Perella Weinberg Partners LP	Chip L. Baird and David L. Ferguson Perella Weinberg Partners LP	Current Former
PIMCO (US)	Allianz Capital Partners GmbH Donald Suskind LVS 1 LLC Pacific Investment Management Company, LLC PIMCO Bravo Fund I, L.P. PIMCO Dynamic Income Fund	Closed Closed Closed Current Closed Closed
PJT Partners Inc.	PJT Partners (UK) Limited PJT Partners Holdings LP	Current Current
PowerPlan Inc.	On Center Holdings, LLC PowerPlan, Inc.	Closed Current
PPM America Inc.	PPM America, Inc.	Current
Pricewaterhouse Coopers LLP	Chui Chi Yee Gavin Huang Jia	Closed Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Price Waterhouse & Co. S.R.L.	Former
	PricewaterhouseCoopers Business Consulting (Shanghai) Co. Ltd.	Closed
	PricewaterhouseCoopers Consultores, Auditores y Compania Limitada	Current
	PricewaterhouseCoopers Hong Kong Limited	Closed
	PricewaterhouseCoopers International Limited	Closed
	PricewaterhouseCoopers Limited	Closed
	PricewaterhouseCoopers LLP	Current
	PricewaterhouseCoopers LLP Ontario	Current
	PricewaterhouseCoopers Zhong Tian LLP	Closed
	PricewaterhouseCoopers, as Receiver for Independent Trust Corporation	Closed
	Yeung Wai Chi	Closed
PrivateBank, The	CIBC Capital Markets	Closed
	CIBC World Markets Corp.	Closed
	CIBC World Markets, Inc.	Closed
Prudential Asset Management Co. Inc.	Prudential Insurance Company of America	Closed
Quickbase Inc.	QuickBase, Inc.	Current
Raymond James & Associates Inc. Raymond James Financial Services Advisors Inc.	Raymond James & Associates, Inc.	Closed
RBC Capital Markets Wealth Management	AAM Alternative Investment Strategies Ltd.	Closed
RBC Global Asset Management (US) Inc.	BlueBay Asset Management Services Ltd.	Current
Royal Bank of Canada	RBC Capital Markets	Closed
	RBC Capital Markets Corporation	Closed
	RBC Select Hedge Fund Portfolio Ltd.	Closed
	RBC Wealth Management	Current
	Royal Bank of Canada	Closed

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
Receivable Management Services LLC	Gary Crittenden HGGC, LLC Hudson D. Smith, Jr. iQor Holdings Inc. J. Steven Young Kurt A. Krieger Leslie M. Brown, Jr. Neil H. White Richard F. Lawson	Former Current Former Current Former Former Current Current Current
Rothschild & Co.	Five Arrows Principal Investments Rothschild Inc. Todd R. Snyder	Closed Closed Closed
Sailpoint Technologies Inc.	SailPoint Technologies, Inc.	Current
SITEL Corp.	Sitel Worldwide Corporation	Closed
Solus Alternative Asset Management LP	Solus Alternative Asset Management LP	Current
Southern California Edison Co.	Southern California Edison Company	Closed
Starr International Co. Inc.	Starr International Company, Inc. Starr Investment Holdings, LLC Starr Principal Holdings, LLC	Former Closed Current
Stone Ridge Asset Management LLC	Stone Ridge Asset Management LLC	Current
Suntrust Bank Suntrust Equipment Finance & Leasing Corp.	SunTrust Bank SunTrust Banks, Inc. SunTrust Capital Markets Inc.	Current Current Closed
Tata Consultancy Services Ltd.	Tata America International Corporation Tata Consultancy Services Limited	Current Current
TelStrat LLC True Office Learning Inc.	David McGovern Marlin Management Company, LLC Peter B. Spasov	Former Current Current
Thomas & Betts Corp.	ABB Ltd.	Closed
Thrivent Financial for Lutherans	Thrivent Financial for Lutherans	Closed
TIBCO Software Inc.	Adrian R. Alonso Anand Anbalagan	Closed Former

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	Brian Niranjn Sheth	Current
	Christian B. Sowul	Current
	Jacob H. Hodgman	Closed
	James Morrill Ford	Current
	Jeffrey Wilson	Current
	John Warnken-Brill	Current
	Justin Cho	Former
	Marc Teillon	Current
	Martin Taylor	Former
	Michael Fosnaugh	Current
	Monti Saroya	Current
	Robert B. Rogers	Current
	Robert F. Smith	Current
	Rod M. Aliabadi	Current
	Stephen Seelbach	Current
	Tibco Software, Inc.	Current
	Vista Consulting Group	Current
	Vista Consulting Group, Inc.	Current
	Vista Endeavor Fund	Former
	Vista Equity Partners	Current
	Vista Equity Partners Fund VI, L.P.	Closed
TNS Inc.	Frank Baker	Current
Transaction Network Services Inc.	Jeffrey M. Hendren	Current
	Peter E. Berger	Current
	Siris Capital Group, LLC	Current
	Siris Partners GP II, LLC	Current
Tollgrade Communications Inc.	Tollgrade Communications, Inc.	Closed
Travelers Indemnity Co., The Travelers Insurance Co. Ltd.	The Travelers Companies, Inc.	Current
TVC Albany Inc.	Antin Infrastructure Partners	Current
Two Sigma Investments LP	TS CAF Holdings, LLC	Current
	Two Sigma Holdings VC Acquisition Vehicle II, LLC.	Current
	Two Sigma Investments, LLC	Current
	Two Sigma Private Investments Fund, LLC	Current
UBS Securities LLC	Kerry F. Zinn	Current
	Seema Khanna	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	UBS AG, London Branch	Current
	UBS Asset Management Funds Limited	Current
	UBS Financial Inc.	Closed
	UBS Financial Services, Inc.	Current
	UBS Global Asset Management Inc.	Closed
	UBS Investment Bank	Current
	UBS O'Connor LLC	Current
	UBS Securities Hong Kong Limited	Current
	UBS Securities LLC	Current
	UBS Warburg	Current
US Bank NA	U.S. Bancorp	Current
	U.S. Bank	Current
	U.S. Bank National Association	Current
USAA Investment Management Co.	USAA Real Estate Company	Current
USIC Inc.	Leonard Green & Partners	Current
USIC Locating Services LLC	Leonard Green & Partners L.P.	Current
	Peter Nolan	Closed
Velocity Technology Solutions III Inc.	Silver Lake Financial Management Company, L.L.C.	Closed
	Silver Lake Kraftwerk Fund, L.P.	Current
	Silver Lake Partners L.P.	Current
	Silver Lake Sumeru	Current
	Sumeru Equity Partners L.P.	Current
Victory Capital Management Inc.	Crestview Partners	Closed
	Crestview Partners LP	Current
	Robert V. Delaney	Current
Virtu Americas LLC	Virtu Financial, Inc.	Current
Warner Music Group Inc.	Access Industries, Inc.	Current
	Clal Industries and Investments Ltd.	Closed
	Warner Music Group Corp.	Closed
WhiteHorse Capital Partners	Bayside Capital	Current
	H.I.G. Bayside Loan Opportunity (Cayman) Fund II, L.P.	Current
	H.I.G. Bayside Loan Opportunity Fund II, L.P.	Current
	H.I.G. Capital LLC	Current
	H.I.G. Capital Management, Inc.	Current

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a K&E Client	Status
	H.I.G. Capital Partners II, L.P. H.I.G. Capital Partners III, L.P. H.I.G. Europe Capital Partners, L.P. H.I.G. European Capital Partners LLP H.I.G. Realty Partners H.I.G. Venture Investments, L.P. H.I.G. Venture Partners, L.P. Rob Wolfson	Current Current Current Current Current Current Current Closed
Willis Towers Watson	Willis Towers Watson plc	Closed
Wolverine Trading LLC	Christopher Gust Eric J. Henschel Robert R. Bellick	Current Current Current
WOW! Internet Cable & Phone	WideOpenWest Holdings, LLC	Current
Xerox Corp.	Xerox Corp.	Current

Exhibit C

Moody Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

WINDSTREAM HOLDINGS, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 19-22312 (RDD)
)
) (Jointly Administered)
)

**DECLARATION OF KRISTI MOODY, EXECUTIVE VICE PRESIDENT,
GENERAL COUNSEL, AND CORPORATE SECRETARY, IN SUPPORT
OF THE DEBTOR'S APPLICATION AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KIRKLAND & ELLIS LLP AND KIRKLAND & ELLIS
INTERNATIONAL LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Kristi Moody, Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc., being duly sworn, state the following under penalty of perjury:

1. I am the Executive Vice President, General Counsel, and Corporate Secretary of Windstream Holdings, Inc., located at 4001 North Rodney Parham Road, Little Rock, Arkansas 72212, and all of the affiliate Debtor companies.

2. I submit this declaration (the "Declaration") in support of the *Debtors' Application Authorizing the Retention and Employment of Kirkland & Ellis LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the Petition Date* (the "Application").²

Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The last four digits of Debtor Windstream Holdings, Inc.'s tax identification number are 7717. Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/windstream>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 4001 North Rodney Parham Road, Little Rock, Arkansas 72212.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Counsel

3. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. To that end, the review process utilized by the Debtors here assessed potential counsel based on their expertise in the relevant legal issues and in similar proceedings. Kirkland represented the Debtors in litigation and general corporate matters beginning in August 2017. As a result, Kirkland is intimately familiar with the Debtors' operations and capital structure.

5. Ultimately, the Debtors retained Kirkland because of its extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code. More specifically, Kirkland is familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Kirkland is both well qualified and uniquely able to represent the Debtor in these chapter 11 cases in an efficient and timely manner.

Rate Structure

6. In my capacity as Executive Vice President, General Counsel, and Corporate Secretary, I am responsible for supervising outside counsel retained by the Debtors in the ordinary course of business. Kirkland has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Kirkland charges for non-bankruptcy representations. As discussed below, I am also responsible for reviewing the statements regularly submitted by Kirkland, and can confirm that the rates Kirkland charged the Debtors in the prepetition period, taking into

account ordinary course rate increases as described in the Hessler Declaration, are the same as the rates Kirkland will charge the Debtors in the postpetition period.

Cost Supervision

7. The Debtors have approved the prospective budget and staffing plan for the period from February 25, 2019, to June 25, 2019, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be unforeseen fees and expenses to be addressed by the Debtors and Kirkland. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the statements that Kirkland regularly submits, and, together with Kirkland, amend the budget and staffing plans periodically, as the case develops.

8. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 26, 2019

Respectfully submitted,

/s/ Kristi Moody

Name: Kristi Moody

Title: Executive Vice President, General
Counsel, and Corporate Secretary
Windstream Holdings, Inc.